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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – March 3, 2016 – 5:30 p.m.
Ernie Lee Magaha Government Building – First Floor

1. Call to Order.

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

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

2. Invocation – Commissioner Robertson.

3. Pledge of Allegiance to the Flag.

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

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

5. Commissioners' Forum.

6. Proclamation.

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

A. Adopt the Proclamation commending and congratulating Allyson Cain, Urban Planner II, Development Services Department, Planning & Zoning Division, on her selection as the "Employee of the Month" for March 2016; and

B. Ratify the Proclamation dated February 16, 2016, commending and congratulating Captain Keith Hoskins on his many accomplishments during his distinguished career and as Commanding Officer of NAS Pensacola, and congratulating him on his retirement after 27 years of service.

7. Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Ed C. Stallworth, Public Works Department, on 18 years of dedicated service; and

B. The Proclamation commending and congratulating Stephen E. Ward, Public Works Department, on 7 years of dedicated service.

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. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the December 2015 Returns Received in January 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2015 returns received in the month of January 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fourth month of collections for the Fiscal Year 2016; total collections for the month of December 2015 returns was $384,173.96; this is a 14.40% increase over the December 2014 returns; total collections year-to-date are 15.37% more than the comparable time frame in Fiscal Year 2015.

2. Recommendation Concerning Acceptance of the January 31, 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended January 31, 2016, as required by Ordinance Number 95-13; on January 31, 2016, the portfolio market value was $293,198,536 and portfolio earnings totaled $169,627 for the month; the short-term portfolio yield was 0.38%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.31%; the enhanced cash portfolio achieved a yield of 0.71%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.62%; the long-term CORE portfolio achieved a yield of 1.29%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.96%.

3. Recommendation Concerning Appeals Relating to the Escambia County Contractor Competency Board

That the Board accept, for filing with the Board's Minutes, the following Escambia County Contractor Competency Board (CCB) appeals filed with the Clerk to the Board's Office:

A. The appeal of the CCB's decision of February 2, 2016, in the Case against Tim Sowell Roofing, Inc., Case #COM10800026, filed by Donna Jenkins and received in the Clerk to the Board's Office on February 22, 2016; and

B. The appeal of the CCB's decision of February 3, 2016, in the Case against James B. Freeman and James B. Freeman d/b/a Freeman Roofing Co., Case #COM15100033, filed by James B. Freeman and received in the Clerk to the Board's Office on February 24, 2016.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held February 18, 2016;

B. Approve the Minutes of the Regular Board Meeting held February 18, 2016; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 11, 2016.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - Public Hearing for Consideration of the Renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Disposal Facility

   That the Board authorize the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for the Oak Grove Land Clearing Debris Disposal Facility, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County, as required by Escambia County Code of Ordinances Chapter 82, Article V, Landfills and Other Disposal Facilities, enacted August 13, 2015.

   [Funding: Fund 401, Solid Waste Fund, Account Number 343402]

2. 5:46 p.m. - Public Hearing for Consideration of the Renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Mobile Highway Land Clearing Debris Facility

   That the Board authorize the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for the Mobile Highway Land Clearing Debris Facility, located at 6775 Mobile Highway, Pensacola, Florida, owned by Escambia County, as required by Escambia County Code of Ordinances, Chapter 82, Article V, Landfills and Other Disposal Facilities, enacted August 13, 2015.

   [Funding: Fund 401, Solid Waste Fund, Account Number 343402]

3. 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Comprehensive Plan Chapter 7, CPA-2015-08

   That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan Chapter 7, "Future Land Use Element", Policy FLU 1.3.1. "Future Land Use Categories," CPA-2015-08, to remove the residential development limitation for lodging units in the Future Land Use category Mixed-Use Pensacola Beach (MU-PB).

   This hearing serves as the second 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:

March 17, 2016

5:45 p.m. - A Public Hearing - Comprehensive Plan Amendment 2015-04 - Housing Element (second of two public hearings)

April 7, 2016

A. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Cases heard by the Planning Board on March 1, 2016.

1. Case No.:	**Z-2016-01**
Address:	1212 Creighton Road
Property Reference No.:	31-1S-30-2201-000-000 & 31-1S-30-2201-000-003
From:	Com, Commercial district (25 du/acre); HDMU, High Density Mixed-use district (25 du/acre); HDR, High Density Residential district (25 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	4
Requested by:	David S. Lamar, Agent for Endry Properties, LTD, Owner
2. Case No.:	**Z-2016-02**
Address:	5 Palao Road
Property Reference No.:	59-2S-30-2350-000-001
From:	Com, Commercial district (25 du/acre)
To:	MDR, Medium Density Residential district (ten du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	2
Requested by:	Anton Zaynakov, Manger for AATeam, LLC, Owner
3. Case No.:	**Z-2016-03**
Address:	2507 Kelso Road

Property Reference No.:	04-1S-30-0101-001-017
From:	Com, Commercial district (25 du/acre)
To:	HDR, High Density Residential district (18 du/acre)
FLU Category:	C, Commercial
Commissioner District:	4
Requested by:	E.B. Williams, Jr., Manager for Sandpiper Investments of Pensacola, LLC, Owner

B. 5:46 p.m. - A Public Hearing - Small Scale Amendment 2016-01 - 2507 Kelso Road

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

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

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

2. Recommendation Concerning a Site Access Agreement to Conduct an Environmental Assessment on County-owned Property Located at 7500 North Century Boulevard - Tonya Gant, Neighborhood & Human Services Department Director

   That the Board take the following action concerning a Site Access Agreement for County-owned property located at 7500 North Century Boulevard:

   A. Approve the Site Access Agreement to conduct an environmental assessment on County-owned property located at 7500 North Century Boulevard, Century, Florida; and

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

   [There will be no budgetary impacts]

3. Recommendation Concerning Appointments to the CareerSource Escarosa Board of Directors - Tonya Gant, Director, Neighborhood & Human Services

That the Board take for following action concerning appointments to the CareerSource Escarosa (formerly Workforce Escarosa) Board of Directors:

A. Confirm the reappointment of Russell B. Branch, Disabled Representative, Lakeview Center, Inc., d/b/a GCE to serve as a Private Sector Member, due to his acceptance of a new position with Escambia County Destination Management Organization (Escambia DMO) as Executive Director, with his term extended to October 16, 2017. Mr. Branch has expressed that he would like to continue membership on the Board as a private sector member. Since his term as Disabled Representative expires October 16, 2016, he would like for this reappointment term be extended until October 16, 2017; and

B. Confirm the appointment of Katrina Simpkins, Vocational Assessment and Training Manager at Lakeview Center, Inc., as the replacement Disabled Representative on the CareerSource Escarosa Board of Directors vacated by Russell B. Branch. The term for Ms. Simpkins would be effective March 3, 2016, through March 2, 2019.

The above requests will allow for compliance with CareerSource Escarosa Board of Directors By-Laws regarding Board representation and terms.

4. Recommendation Concerning Housing Rehabilitation Loan Refinancing and Assumption Policies - Tonya Gant, Neighborhood & Human Services Department Director

That the Board adopt the Housing Rehabilitation Loan Refinancing Policy and the Housing Rehabilitation Loan Assumption Policy.

5. Recommendation Concerning the US Department of Interior, National Park Service Grant Forms - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Certification Regarding Lobbying, Disclosure of Lobbying Activities, Assurances - Non-Construction Programs, and Application for Federal Assistance SF-424 forms, as filed electronically with the US Department of Interior:

A. Acknowledge, for the Official Record, submission of the Certification Regarding Lobbying, Disclosure of Lobbying Activities, Assurances - Non-Construction Programs, and Application for Federal Assistance SF-424;

B. Authorize the Chairman to execute all US Department of Interior, National Park Service Grant-related documents, as required, to complete the application process and receive the Grant Funds if awarded by the US Department of Interior.

[Funding: N/A - Application for funds subject to award by the US Department of Interior]

The National Park Services (NPS) and Santa Rosa Island Public Safety Division (SRI) manage approximately 30 consecutive miles of public beaches within Escambia County, Florida. SRI manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and SRI continuously respond to and provide assistance to each other on a daily basis for water-related emergencies. The NPS and SRI both hire, train, and supervise lifeguard staff, competing for the same applicant pool, conducting separate training sessions that meet similar certification standards, and providing program management and staff supervision, and often driving past each other in fulfilling these responsibilities.

If awarded, the Grant will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. The Grant will enhance the safety of beach users in Escambia County, Florida, and within the Florida District of Gulf Islands National Seashore.

6. Recommendation Concerning the Conveyance of a Utility Easement at Brent Athletic Park to Emerald Coast Utilities Authority - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a 0.009 acre utility easement located at Brent Athletic Park to Emerald Coast Utilities Authority (ECUA):

A. Approve the utility easement conveying 0.009 acres of real property located at Brent Athletic Park to ECUA; and

B. Authorize the Chairman to sign, subject to Legal review and sign-off, the necessary documents granting the utility easement to ECUA.

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

7. Recommendation Concerning the Conveyance of a Utility Easement to Emerald Coast Utilities Authority for Lift Station 94 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a utility easement for Lift Station 94, containing 0.056 acres, located in Copper Forest Estates, to Emerald Coast Utilities Authority (ECUA):

A. Approve the Utility Easement for Lift Station 94, containing 0.056 acres and located in Copper Forest Estates, to Emerald Coast Utilities Authority (ECUA); and

B. Authorize the Chairman to sign, subject to Legal review and sign-off, the necessary documents granting the utility easement to ECUA.

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

8. Recommendation Concerning the Resolution of Support for the Establishment of the Florida Enterprise Fund as Proposed by Governor Rick Scott - Amy Lovoy, Assistant County Administrator

   That the Board adopt and authorize the Chairman to sign a Resolution supporting the establishment of the "Florida Enterprise Fund" for the purpose of economic development reform, via a one-time $250 million appropriation by the Florida Legislature, as requested by Governor Rick Scott.

9. Recommendation Concerning the First Amended Memorandum of Agreement with Pensacola State College for Use of Community Centers - Michael Rhodes, Parks and Recreation Department Director

   That the Board approve and authorize the Chairman to sign the First Amended Memorandum of Agreement between the Escambia County Board of County Commissioners and the District Board of Trustees of Pensacola State College, Florida, to utilize multiple County-owned Community Centers for conducting various continuing education courses as part of their Recreation and Leisure Program at the Pensacola State College Center for Corporate and Professional Development Training Program, for a one-year term plus four successive one-year terms that automatically renew, with an effective date of March 3, 2016. The County will receive 25% of the gross fees collected per student/per class conducted.

   [Funding: No additional expenditures anticipated for the execution of this agreement. Fees collected will be deposited into Escambia County Restricted Fund 101]

10. Recommendation Concerning Community Center License and Management Agreements for County-Owned Facilities - Michael Rhodes, Parks and Recreation Department Director

That the Board take the following action concerning Community Center License and Management Agreements for County-Owned Community Center Facilities between Escambia County and volunteer not-for-profit organizations:

A. Approve each of the Agreements authorizing license and management of County-owned property for public purposes with the following volunteer not-for-profit organizations:

	Facility	Organization
1	Barrineau Park Community Center & Historical Society	Barrineau Park Historical Society, Inc.
2	Beulah Senior Citizen Center	Beulah Senior Citizens Center, Inc.
3	Ebonwood Community Center	Ebonwood Homeowner & Neighborhood Watch Community, Inc.
4	Englewood Community Center	Boys & Girls Club of the Emerald Coast, Inc.
5	Felix Miga Senior Citizen Center	West Escambia Senior Citizens Organization, Inc.
6	Lexington Terrace Community Center	Collaboration of Community Organizations, Inc.
7	Marie Ella Davis Community Center	Warrington Community Homeowners Association & Neighborhood Watch, Inc.
8	Marie K. Young/Wedgewood Community Center & Park	Wedgewood Community Center Group, Inc.
9	Mayfair Community Center	Mayfair/Oakcrest Neighborhood Watch Association, Inc.
10	Molino Community Center & Historical Museum	Molino Mid-County Historical Society
11	Oak Grove Community Center	Oak Grove Community Center, Inc.
12	Quintette Community Center	Quintette Community Park Association, Inc.
13	Walnut Hill Community Center & Ruritan Club	Walnut Hill Ruritan Club, Inc.
14	Englewood Neighborhood Center	Englewood Neighborhood Improvement Corporation

B. Authorize the Chairman to sign each Community Center License and Management Agreement for the same aforementioned 14 volunteer not-for-profit organizations, effective upon Board approval.

11. Recommendation Concerning Escambia County Resolution: Approval of Emerald Coast Utilities Authority Resolution No. 15-04 - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the Escambia County Resolution:

A. Rescind the Board's action of June 25, 2015, CAR III-5, adopting and authorizing the Chairman to sign, the Escambia County Resolution R2015-89, providing for approval of the Emerald Coast Utilities (ECUA) Resolution No. 15-04, adopted by ECUA on May 28, 2015, for the purpose of building, operating, and maintaining a Single Stream Materials Recovery Facility in Escambia County, Florida, with appropriate findings and as modified, on an interim and temporary basis.

B. Adopt and authorize the Chairman to sign, subject to Legal review and sign-off, the Escambia County Resolution providing for approval of the Emerald Coast Utilities Authority (ECUA) Resolution No. 15-04, adopted by the ECUA on May 28, 2015, for the purpose of building, operating, and maintaining a Single Stream Materials Recovery Facility (MRF) in Escambia County, Florida, with appropriate findings and as modified, superseding Resolution No. R2015-89, on an interim and temporary basis.

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Group Medical Insurance - Thomas G. "Tom" Turner, Human Resources Department Director

   That the Board approve and authorize the County Administrator to sign the Administrative Services Agreement and the HIPAA-AS Addendum to the Administrative Services Agreement (Exhibit "C") between Blue Cross Blue Shield of Florida, Inc., D/B/A Florida Blue, and the Escambia County Board of County Commissioners (BCC) for Escambia County's Group Medical Insurance PD 14-15.069.

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

2. Recommendation Concerning ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement - Thomas G. "Tom" Turner - Human Resources Department Director

   That the Board take the following action regarding the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement:

   A. Approve the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement for the County 401A Plan; and

   B. Authorize the County Administrator to sign the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement.

3. Recommendation Concerning the Authorization for Cumulative Expenditures Over $50,000 in Fiscal Year 2015-2016 - David W. Wheeler, CFM, Facilities Management Department Director

That the Board authorize the cumulative total expenditure over $50,000 in Fiscal Year 2015-2016 for the Facilities Management Department as follows:

Vendor/Contractor	Amount	Contract Number
McNorton Mechanical Contractors, Inc. Vendor Number: 130651 Building/Equipment Repairs/Replacements Fund: 001 General Cost Center: 310204, 310203, 250202 Fund: 352 LOST Cost Center: 330435	$75,720	N/A

[Funding: Fund 001, General Fund, Cost Center 310204, 310203, 250202, Object Code 54601 and Fund 352, LOST, Cost Center 330435, Object Code 56201]

4. Recommendation Concerning the Lease Agreement (Customer Order) and Addendum to Customer Order with Culligan Water Solutions for a Commercial Water Softener - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning approval of the Lease Agreement (Customer Order) and Addendum to Customer Order between Culligan Water Solutions and Escambia County for a Commercial Softener:

A. Approve the Lease Agreement (Customer Order) and the Addendum to Customer Order for a lease period of 48 months;

B. Authorize the Chairman to sign the Lease Agreement (Customer Order) and Addendum to Customer Order; and

C. Authorize the execution of the necessary Purchase Order(s).

[Funding: Fund 001, Facilities Management/Maintenance, Cost Center 310203, Object Code 54401]

5. Recommendation Concerning Workers' Compensation Audit Premium - Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning an additional premium required as a result of the workers' compensation audit:

A. Approve the payment to Florida Municipal Insurance Trust, in the amount of $93,618, for the additional premium for audit period October 1, 2014, through September 30, 2015;

B. Approve the payment to Florida Municipal Insurance Trust, in the amount of $117,235, for the additional premium for the jail for audit period October 1, 2014, through September 30, 2015; and

C. Authorize the issuance of a Purchase Order in the amount of $210,853.

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

6. Recommendation Concerning Budget Amendment #084 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning Budget Amendment #084:

A. Approve Budget Amendment #084, Community Redevelopment Agency (CRA) Fund (151) in the amount of $215,000, and Escambia County Restricted Fund (101) in the amount of $152,000, to hire 14 temporary Maintenance Workers to mow the rights-of-way and pick up litter in the County CRA Districts, for maintenance and use of equipment and vehicles, and to move funds from Safe Neighborhoods Reserves to Utilities to help offset the costs of street lighting in the CRA Districts by 50%:

B. Authorize the creation of 14 temporary Maintenance Worker positions or contract positions, to be used for various duties within the CRA Districts;

C. Approve moving funds from the Community Redevelopment Agency Fund (151), in the amount of $215,000, moving Reserves from Palafox, Brownsville, Warrington, and Barrancas CRA along with Neighborhood Restoration to fund 14 temporary Maintenance Worker positions - $190,000, for enhanced mowing and clean-up, and the maintenance of mowers, weed eaters, blowers, edgers, 2 vans, and a crew truck - $25,000. Neighborhood Restoration will be funding Englewood's portion; and

D. Approve moving funds from the Escambia County Restricted Fund, Safe Neighborhoods (101), in the amount of $152,000, to defray the costs of street lights in the CRA areas for Fiscal Year 2015/2016.

7. Recommendation Concerning Supplemental Budget Amendment #094 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #094, Gulf Coast Restoration Fund (118), in the amount of $37,510, to recognize proceeds from the Florida Department of Environmental Protection (DEP) and the Florida Fish and Wildlife Conservation Commission (FWC), and to appropriate these funds to increase compliance with outdoor lighting standards to protect sea turtles and hatchlings on Perdido Key.

8. Recommendation Concerning the Miscellaneous Appropriations Agreement for Fiscal Year 2015/2016 between Escambia County and Northeast Pensacola Sertoma Club, Inc. - Amy Lovoy, Assistant County Administrator

That the Board take the following action concerning the Fiscal Year Miscellaneous Appropriations Agreement between Escambia County and Northeast Pensacola Sertoma Club, Inc.:

A. Rescind the Board's action of October 8, 2015, CAR II-5, Item A.(2), approving the Miscellaneous Appropriations Agreement with Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July, in the amount of $75,000, to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105;

B. Approve and authorize the Chairman to sign the Miscellaneous Appropriations Agreement between Escambia County and Northeast Pensacola Sertoma Club, Inc., in the amount of $75,000, to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105, to be used for the Sertoma's Fourth of July Celebration; and

C. Authorize the execution of the necessary Purchase Order.

[Funding: Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105]

9. Recommendation Concerning the Florida-Alabama Transportation Planning Organization Transportation Alternatives Program Project Applications for Escambia County, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the proposed State of Florida, Department of Transportation, District 3 Applications for multi-modal facilities:

A. Approve submittal of Applications for Transportation Alternatives Program (TAP) funds to design and construct the multi-modal facilities at the following locations:

1. Sidewalks along Massachusetts Avenue, from Hollywood Boulevard to Mobile Highway (State Road [SR] 10A);
2. Sidewalks along Chemstrand Road (County Road [CR] 749), from Nine Mile Road (SR 10) to Ten Mile Road;
3. Pensacola Beach Ferry Service Landing Site at Quietwater Beach;
4. Paved shoulders along Dog Track Road (CR 297), from Blue Angel Parkway (SR 173) to Lillian Highway (SR 30);
5. Sidewalks along Saufley Field Road (CR 296), from Mobile Highway (SR 10A) to Saufley Field Gate;
6. Sidewalks along Olive Rd (CR 290), from Palafox Street (CR 95A) to Cody Lane;
7. Sidewalks along Olive Rd (CR 290), from Cody Lane to Davis Highway (SR 291);
8. Multi-Use Path along Perdido Key Drive (SR 290), from the Alabama State Line to the western boundary of Perdido Key State Park;
9. Sidewalks along South Chemstrand Road from Johnson Avenue to Nine Mile Road (SR 10); and
10. Sidewalks along Stefani Road and Nine & One-Half Mile Road serving the Escambia County Extension Services Sidewalk Project;

B. Adopt a Resolution in support of Applications for Transportation Alternatives Program Projects; and

C. Authorize the Chairman or Vice-chairman to sign the Transportation Alternatives Program Projects Applications and the Resolution.

[Funding: No local funding match is required]

10. Recommendation Concerning Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program, totaling $200,000, as follows:

	Project Name	District	Project No.
FROM	Sidewalks (Transportation)	1-5	08EN0228
TO	Muscogee Road Sidewalks (Transportation)	5	New Project Number

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

11. Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of the Bridge on County Road 168 over Unnamed Branch Bridge - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of Bridge #480099 on County Road 168 over Unnamed Branch Bridge:

A. Adopt the Resolution authorizing the Agreement;

B. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of Bridge #480099 on County Road 168 over Unnamed Branch Bridge; and

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

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

12. Recommendation Concerning the Donation Agreement for Property Located at 5806 Bob O Link Road from the Trust for Public Land - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman or Vice-Chairman to sign the Donation Agreement for the donation of real property (approximately 3.38 acres), located at 5806 Bob O Link Road, from the Trust for Public Land to Escambia County, in accordance with the terms and conditions contained in the Agreement.

[Funding Source: Fund 352, LOST III, Cost Center 350229, Project 12PR1688 - Land Acquisition]

13. Recommendation Concerning a Grant Agreement with the Florida Department of Environmental Protection to Provide Financial Assistance for Low Impact Design Manual and Workshops for Escambia - J. Taylor "Chips" Kirschenfeld, Interim Director, Department of Natural Resources Management

That the Board take the following action concerning Grant Agreement No. G0439 with the Florida Department of Environmental Protection (DEP) to provide Financial Assistance for Low Impact Design Manual and Workshops for Escambia:

A. Accept Grant Agreement No. G0439 with DEP to provide Financial Assistance for Low Impact Design Manual and Workshops for Escambia; and

B. Authorize the Chairman to sign the Grant Agreement and any subsequent Amendments to the Grant Agreement such as no cost time extensions, subject to Legal review and sign-off, without further action of the Board.

The County Attorney's Office has requested that the Board be made aware of the following language:

Paragraph 31, (page 12 of 13), last sentence, "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

[Funding Source: Fund 110, Other Grants and Projects, Cost Center to be determined at the time of Supplemental Budget Amendment. The local match requirement funding has been expended from Fund 151, CRA Fund, on a previously-constructed pervious pavement project at the Juanita Williams County Park]

14. Recommendation Concerning the Corrydale Lift Station 109 Relocation and Jones Swamp Floodplain Restoration Project - J. Taylor "Chips" Kirschenfeld, Interim Director, Department of Natural Resources Management

That the Board take the following action concerning the State of Florida, County of Escambia, Interlocal Cost-Sharing Agreement between Escambia County and the Emerald Coast Utilities Authority (ECUA) for the Corrydale Lift Station 109 Relocation and Jones Swamp Floodplain Restoration Project:

A. Approve the Interlocal Cost-Sharing Agreement between Escambia County and ECUA, in the amount not to exceed $122,000, in National Fish and Wildlife Foundation (NFWF) funds for the Corrydale Lift Station 109 Relocation and Jones Swamp Floodplain Restoration Project; and

B. Authorize the Chairman to execute the Agreement and all related documents as required to implement the project.

NOTES:
* In June 2015, the Board approved Resolution R2015-79 relating to property exchange (2,500 square feet) with ECUA to facilitate the relocation of an existing lift station out of the Jones Swamp Wetland Preserve and to restore approximately 0.75 acres of wetlands.

* In July 2015, the Board accepted over $11 million in Grant funds from NFWF to implement multiple water quality and wildlife habitat projects in the Bayou Chico watershed. One of the projects identified in the Grant earmarks $3 million for floodplain restoration projects. This project represents only a portion of the restoration work under the NFWF Grant.

[Funding: Fund 118, Gulf Restoration Fund, Cost Center 222002, NFWF #45901 Bayou Chico Grant]

15. Recommendation Concerning Contract Award for Real Estate Brokerage Services - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County, Florida, and The Griffing Company, d/b/a NAI Halford, per the terms and conditions of PD 15-16.008, Real Estate Brokerage Services and the provided Agreement.

[Funding: Funds to be budgeted on a project basis as required]

16. Recommendation Concerning the Extension of Agreement Relating to Escambia County, Florida, Parks and Recreations Grounds Mowing and Trimming for Athletic Parks - Claudia Simmons, Manager, Office of Purchasing

That the Board approve a 12-month extension, retroactive to February 6, 2016, to the Agreement Relating to Grounds Mowing and Trimming for Athletic Parks, PD 13-14.008, Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming for Zones 1, 2, 3, 4, 5, and 6, to the following contractors:

A. Agreement for Zone 1 to Greenworks Groundskeeping & Landscaping Services, Inc., in the amount of $39,000;
B. Agreement for Zone 2 to Northwest Florida Landscaping, Inc., in the amount of $45,000;
C. Agreement for Zone 3 to Gulf Coast Environmental Contractors, Inc., in the amount of $48,600;
D. Agreement for Zone 4 to Rhett James Landscaping, Inc., in the amount of $72,490;
E. Agreement for Zone 5 to Emerald Coast Grass Company, LLC, in the amount of $67,000; and
F. Agreement for Zone 6 to Wallace Sprinkler & Supply, Inc., in the amount of $75,400.

PD 13-14.008 is a Unit Price Contract based on a fixed cost per mow and the estimated annual expenditures are listed above.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 350229, Object Code 53401, Project Number 08PR0078]

17. Recommendation Concerning Contract Award for Ora Drive Over Bridge Creek Bridge Replacement - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Davis Marine Construction, Inc., per the terms and conditions of PD 15-16.019, Ora Drive Over Bridge Creek Bridge Replacement (Bridge No. 484082) for a lump sum of $645,791.75.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 13EN2188]

18. Recommendation Concerning Contract Award for Juvenile Justice Restroom Addition and Renovations - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Total Construction of Northwest Florida, Inc., per the terms and conditions of PD 15-16.022, Juvenile Justice Restroom Addition and Renovations, for a lump sum of $58,372.91.

[Funding: Fund 001, General Fund, Cost Center 210607, Object Code 56201]

19. Recommendation Concerning Contract Award for Juvenile Services - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Silver Lining - Dealing with Mental Health, Inc., per the terms and conditions of PD 15-16.020, Juvenile Services, for a total amount of $20,000, to be paid in 12 equal monthly payments of $1,666.66, for all services provided per the agreement.

[Funding: Fund 001, General Funding, Cost Center 110201, Object Code 58201]

20. Recommendation Concerning a Resolution Approving the Temporary Road Closure Related to the Replacement and Maintenance of Escambia County Bridge on Dortch Road Over Beaver Dam Creek - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Temporary Road Closure related to the replacement and maintenance of Bridge #484017 on Dortch Road over Beaver Dam Creek:

A. Adopt the Resolution authorizing the temporary road closure of Dortch Road over Beaver Dam Creek and a traffic detour of less than one mile along County Road 4 for approximately 180 days; and

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

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

21. Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Escambia County Bridge on Bratt Road Over Canoe Creek - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of Bridge #484050 on Bratt Road over Canoe Creek:

A. Adopt the Resolution authorizing the Agreement;

B. Adopt the Resolution authorizing the temporary road closure of Bratt Road over Canoe Creek for approximately nine months, and a traffic detour of 8.7 miles;

C. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County, related to the replacement and maintenance of Bridge #484050 on Bratt Road over Canoe Creek; and

D. Authorize the Chairman or Vice Chairman to execute the Resolutions and the Agreement and any subsequent documents required for implementation of the bridge replacement.

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

III. For Discussion

1. Recommendation Concerning an Appointment to the Escambia County Disability Awareness Committee - Jack R. Brown, County Administrator

That the Board appoint one of the following candidates to the Escambia County Disability Awareness Committee to serve a four-year term, effective March 3, 2016, through March 2, 2020, to replace James L. Henkel who has resigned:

A. Ms. Gwenith H. Shiver; or

B. Ms. Dondie Roper.

Escambia County's Community & Media Relations Office posted a General Alert on the County's website for two weeks, from January 28, 2016, to February 11, 2016, to seek volunteers to fill the one of the "at-large" positions on the Escambia County Disability Awareness Committee. The Resumes of Ms. Shiver and Ms. Roper were the only Resumes that were received for consideration.

2. Recommendation Concerning Reappointments/Appointments to the West Florida Public Library Board of Governance - Todd Humble, Library Services Department Director

That the Board reappoint or appoint two of the following applicants to the West Florida Public Library Board of Governance:

A. Reappoint Lynne C. Tobin, retroactively, to serve a two-year term effective March 1, 2016, through February 28, 2018;
B. Reappoint Frances Yeo, retroactively, to serve a two-year term effective March 1, 2016, through February 28, 2018;
C. Appoint Larry Beall, to serve a two-year term, effective March 3, 2016, through March 2, 2018;
D. Appoint Jerry M. Crumly, to serve a two-year term, effective March 3, 2016, through March 2, 2018;
E. Appoint John E. Dickson, to serve a two-year term, effective March 3, 2016, through March 2, 2018;
F. Appoint John David Huddleston, to serve a two-year term, effective March 3, 2016, through March 2, 2018;
G. Appoint Donna Gail Spencer, to serve a two-year term, effective March 3, 2016, through March 2, 2018;
H. Appoint Vivian Street, to serve a two-year term, effective March 3, 2016, through March 2, 2018;
I. Appoint Dean Turner, to serve a two-year term, effective March 3, 2016, through March 2, 2018; or
J. Appoint Patricia M. Veal, to serve a two-year term, effective March 3, 2016, through March 2, 2018.

Escambia County's Community & Media Relations Office posted a General Alert on the County's website, from January 27, 2016, to February 9, 2016, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance (WFPLBG). Frances Yeo and Lynne C. Tobin, whose terms expired on February 29, 2016, submitted Resumes indicating their desire to be reappointed. The Resumes of eight other individuals who are interested in serving on the WFPLBG were also received in response to the General Alert.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Memorandum of Agreement and Mutual Aid Agreement with the Poarch Band of Creek Indians relating to Fire Protection Services.

That the Board take the following action:

A. Approve the Memorandum of Agreement with the Poarch Band of Creek Indians relating to Fire Protection Services for Tribe property located on the 8100 block of Nokomis Road;

B. Approve the Mutual Aid Agreement relating to Fire Protection Services for Tribe property located on the 8100 block of Nokomis Road; and

C. Authorize the Chairman to execute the Memorandum of Agreement; and

D. Authorize the Fire Chief, on behalf of Escambia County, by and through the Fire Rescue Division of the Department of Public Safety, to execute the Mutual Aid Agreement.

2. Recommendation Concerning Connie Tidwell's Workers' Compensation Settlement.

That the Board approve additional payment to the Claimant, Connie Tidwell, in the sum of $5,133.00 for a total of $160,000.00 inclusive of all outstanding attorney's fees and costs for a full and complete settlement of Ms. Tidwell's workers' compensation claim.

3. Recommendation Concerning payment of administrative tort claim in the sum of $16,000.00 to Tiaria Pierce and her attorney, Christopher Vlachos.

That the Board approve payment in the sum of $16,000.00 to Tiaria Pierce and Christopher Vlachos, her attorney, in exchange for the execution of a General Release and Hold Harmless Agreement.

4. Recommendation Concerning Scheduling an Attorney/Client Session on March 17, 2016 at 3:30 p.m. to Discuss Pending Litigation in the case of Dellaina Merritt v. Escambia County, Civil Action 3:15-cv-00286-MCR/EMT.

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.01(8), Fla. Stat. for March 17, 2016 at 3:30 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, March 5, 2016.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the case of Dellaina Merritt v. Escambia County, Civil Action: 3:15-cv-00286-MCR/EMT in accordance with Section 286.01(8), Fla. Stat. Such attorney/client session will be held on Thursday, March 17, 2016 at 3:30 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Grover C. Robinson, IV, Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Charles V. Peppler, Deputy County Attorney and a certified court reporter will attend the attorney/client session.

10. Items added to the agenda.

11. Announcements.

12. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9864 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 03/03/2016
Issue: Adoption/Ratification of Proclamations
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Proclamation.

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

A. Adopt the Proclamation commending and congratulating Allyson Cain, Urban Planner II, Development Services Department, Planning & Zoning Division, on her selection as the "Employee of the Month" for March 2016; and

B. Ratify the Proclamation dated February 16, 2016, commending and congratulating Captain Keith Hoskins on his many accomplishments during his distinguished career and as Commanding Officer of NAS Pensacola, and congratulating him on his retirement after 27 years of service.

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Allyson Cain proc

Keith Hoskins proc

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

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

***WHEREAS**, Allyson Cain, Urban Planner II in the Development Services Department, Planning & Zoning Division, began her employment with the County in June of 1989, and is selected for "Employee of the Month" for March 2016, for the standards of excellence that she has displayed in the performance of her duties; and*

***WHEREAS**, Ms. Cain is assigned to the Planning & Zoning Division of Development Services but works with several divisions within the Department, as well as other County departments and offices; and*

***WHEREAS**, Ms. Cain performs various functions, including records management, coordinating the website, managing the Growth Management Report, monitoring development, coordinating the Planning Board, providing support for the Board of Adjustment, and assisting walk-in customers; and*

***WHEREAS**, she also oversees document management and records retention for the Planning & Zoning Division and is responsible for Perdido Key research and Planning Board quality control; and*

***WHEREAS**, Ms. Cain not only performs the duties of her position, but also frequently assists with responsibilities for other positions as needed, such as preparation and coordination of the Planning Board Agenda, providing assistance with the Growth Management Report, and updating the Land Development Code. She was also instrumental in the rewrite of the Land Development Code; and*

***WHEREAS**, Ms. Cain routinely and professionally interacts with other County departments and offices in coordination of the Growth Management Report and maintenance of the Department's website, as well as maintenance of Land Development Code revisions.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Allyson Cain on her selection as the "Employee of the Month" for March 2016.*

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: March 3, 2016

PROCLAMATION

***WHEREAS**, Captain Keith Hoskins is a native of Parkville, Missouri and graduated from Missouri Western State University in 1988 with a Bachelor's Degree in Electrical Engineering Technology; and*

***WHEREAS**, Captain Hoskins was commissioned after completion of Aviation Officer Candidate School in September 1989 and was designated a Naval Aviator in February 1992 in Kingsville, Texas. He reported to the Naval Military Personnel Command in Washington, D.C., in May of 1992 for a one-year tour of duty as an Assistant Aviation Commander Detailer and was then assigned to the Fleet Replacement Squadron at Naval Air Station Cecil Field. Upon completion, he reported for his first operational assignment with the "Sidewinders," which included extended operations in the Adriatic Sea, Mediterranean Sea, and the Persian Gulf onboard the USS America; and*

***WHEREAS**, in September 1998, Captain Hoskins joined the Blue Angels, serving as the narrator, opposing solo, and lead solo pilot, as well as the team's Operations Officer; and*

***WHEREAS**, in August of 2003, Captain Hoskins reported to the US Strategic Command, where he served as an Action Officer and Executive Officer in the Plans and Policy Directorate, where he was responsible for writing, assessing, and disseminating high-level policy during the Global War on Terrorism; and*

***WHEREAS**, Captain Hoskins began his command tour with "The Valions," as the Executive Officer in April of 2006, and upon assuming command in June 2007, he led his squadron through an arduous turn-around cycle and combat deployment onboard the USS Theodore Roosevelt in support of Operation Enduring Freedom; and*

***WHEREAS**, upon his departure from the US Naval Academy, Captain Hoskins attended the Industrial College of the Armed Forces, where he received a Master's Degree in National Resource Strategy and Policy, and served at the Naval Service Training Command as the National Director of NROTC Programs until taking command of NAS Pensacola in 2013; and*

***WHEREAS**, Captain Hoskins has accumulated more than 3,400 flight hours and 570 arrested landings, and his personal decorations include the Defense Meritorious Service Medal, Meritorious Service Medal, Air Medal, Navy Commendation Medal, Navy Achievement Medal, and numerous unit commendations and awards; and*

***WHEREAS**, since 2013, Captain Hoskins, Commanding Officer of NAS Pensacola, has been responsible for the largest Navy Installation in the Southeast Region, where he is accountable for over 25,000 military and civilian personnel, over 8,700 acres, 1,500 buildings, and a $205 Million Base Operating Budget.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners commends and congratulates Captain Keith Hoskins on his many accomplishments during his distinguished career and as Commanding Officer of NAS Pensacola.*

***BE IT FURTHER PROCLAIMED**, that the Board joins with the citizens of Escambia County in thanking Captain Hoskins for his service to our community and country, and congratulating him on his retirement after 27 years of service.*

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

Dated: February 16, 2016

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9876 **Proclamations 7.**
BCC Regular Meeting
Meeting Date: 03/03/2016
Issue: Adoption of Retirement Proclamations
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

Recommendation: That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Ed C. Stallworth, Public Works Department, on 18 years of dedicated service; and

B. The Proclamation commending and congratulating Stephen E. Ward, Public Works Department, on 7 years of dedicated service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ret Procs 030316

PROCLAMATION

WHEREAS, *Ed C. Stallworth has faithfully served the Public Works Department, Roads Division of Escambia County for over 18 years, retiring as a Road Construction Specialist - Signs; and*

WHEREAS, *Mr. Stallworth began his employment in 1997 as an Equipment Operator II, where he worked in many different facets, including driving a dump truck for the Open Graded Cold Mix projects and later providing daily courier service for the departments in the north end of the County; and*

WHEREAS, *In 2006, Mr. Stallworth was promoted to a Road Sign Technician position (now known as Road Construction Specialist - Signs) and was initially responsible for all barricade maintenance and inventory; and*

WHEREAS, *Mr. Stallworth has been an integral member of the Roads Division, Sign Crew, where he consistently provided diligent customer service to the citizens of Escambia County by ensuring all road signs in his assigned area were properly maintained; and*

WHEREAS, *Mr. Stallworth must be commended for his professional and personal dedication and service to the Public Works Department.*

NOW, THEREFORE BE IT PROCLAIMED *that the Board of County Commissioners, on behalf of the citizens of Escambia County and fellow employees, commends and congratulates Ed C. Stallworth on his retirement.*

BE IT FURTHER PROCLAIMED *that the Board of County Commissioners of Escambia County expresses its appreciation to Ed C. Stallworth for over 18 years of faithful and dedicated service as a County employee.*

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: March 3, 2016

PROCLAMATION

***WHEREAS**, Stephen E. Ward has faithfully served the Public Works Department, Fleet Division, of Escambia County for over 7 years, retiring as a Storekeeper/Warehouse Technician; and*

***WHEREAS**, Mr. Ward has been an essential member of the Road Department, Fleet Division team, where he consistently provided excellent service to the citizens of Escambia County by researching and procuring parts and supplies; and*

***WHEREAS**, Mr. Ward has been steadfast and responsible in his commitment to the Escambia County Fleet Division; and*

***WHEREAS**, Mr. Ward has, through personal achievement, sought to bring contentment to his family and satisfaction to his co-workers; and*

***WHEREAS**, Mr. Ward must be commended for his professional and personal dedication and service to the Public Works Department.*

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

***BE IT FURTHER PROCLAIMED** that the Board of County Commissioners of Escambia County expresses its appreciation to Stephen E. Ward for over 7 years of faithful and dedicated service as a County employee.*

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: March 3, 2016

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-9845 **Clerk & Comptroller's Report** **9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 03/03/2016
Issue: TDT Collection Data for December 2015 Returns Received in January
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the December 2015 Returns Received in January 2016

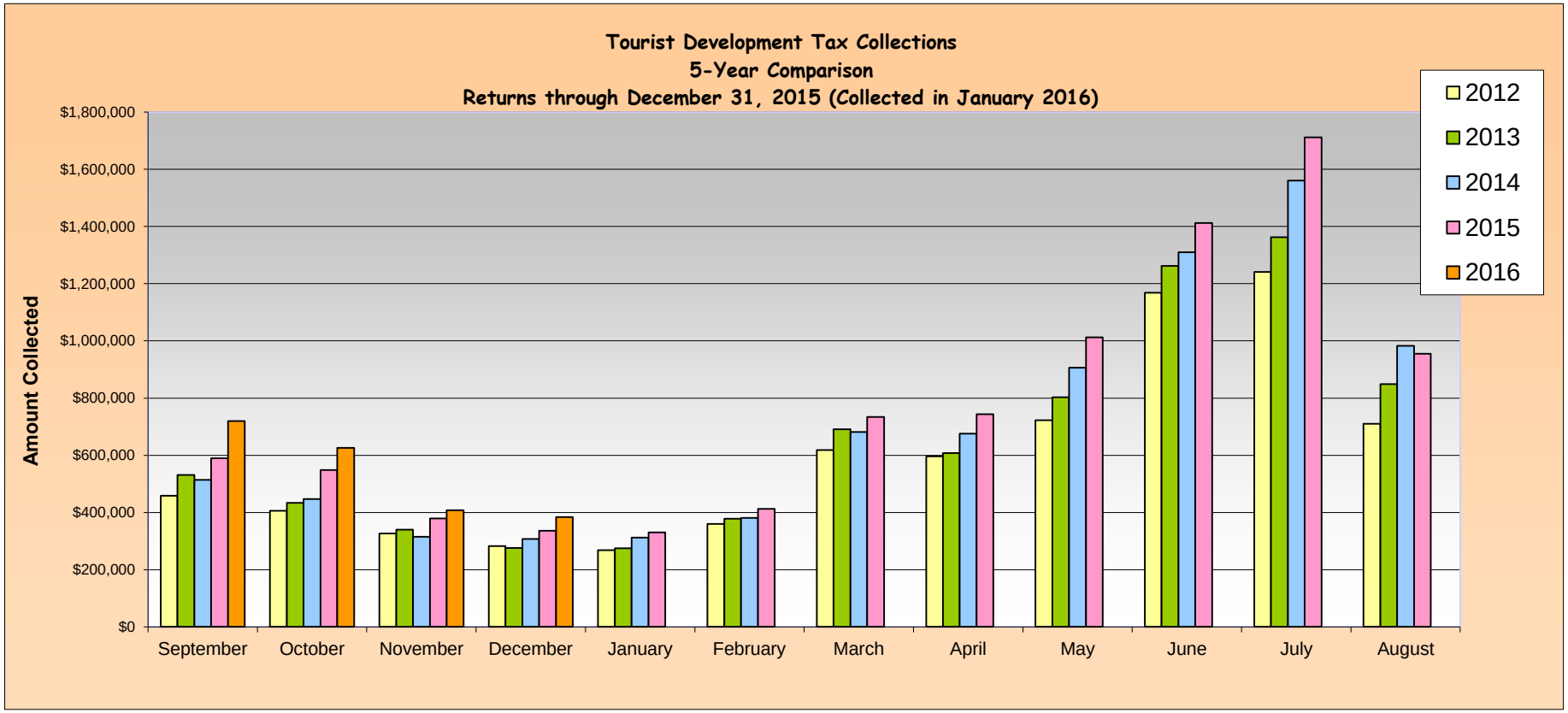
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the December 2015 returns received in the month of January 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the fourth month of collections for the Fiscal Year 2016; total collections for the month of December 2015 returns was $384,173.96; this is a 14.40% increase over the December 2014 returns; total collections year-to-date are 15.37% more than the comparable time frame in Fiscal Year 2015.

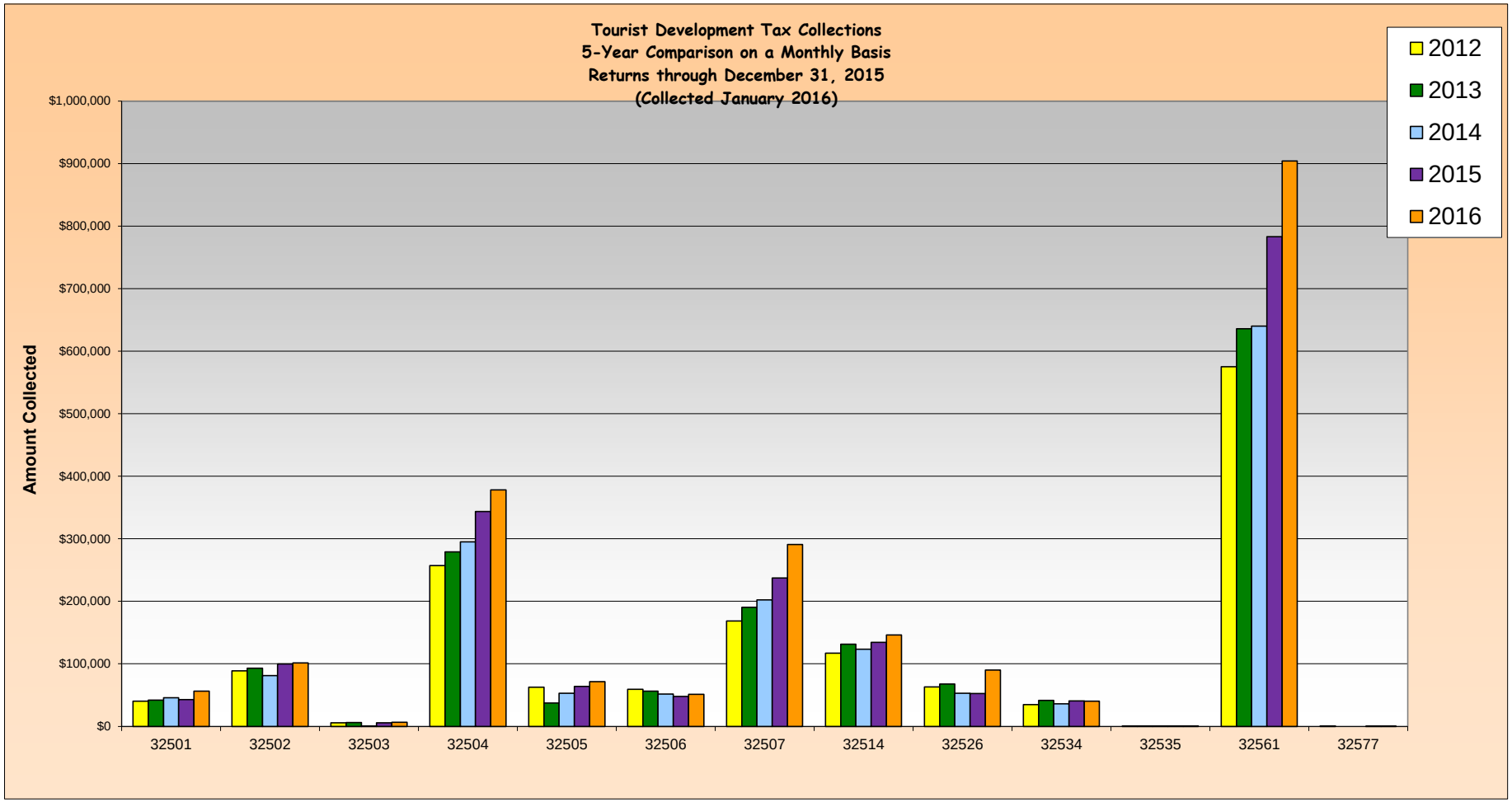
Attachments

December 2015 TDT Collections Received in January

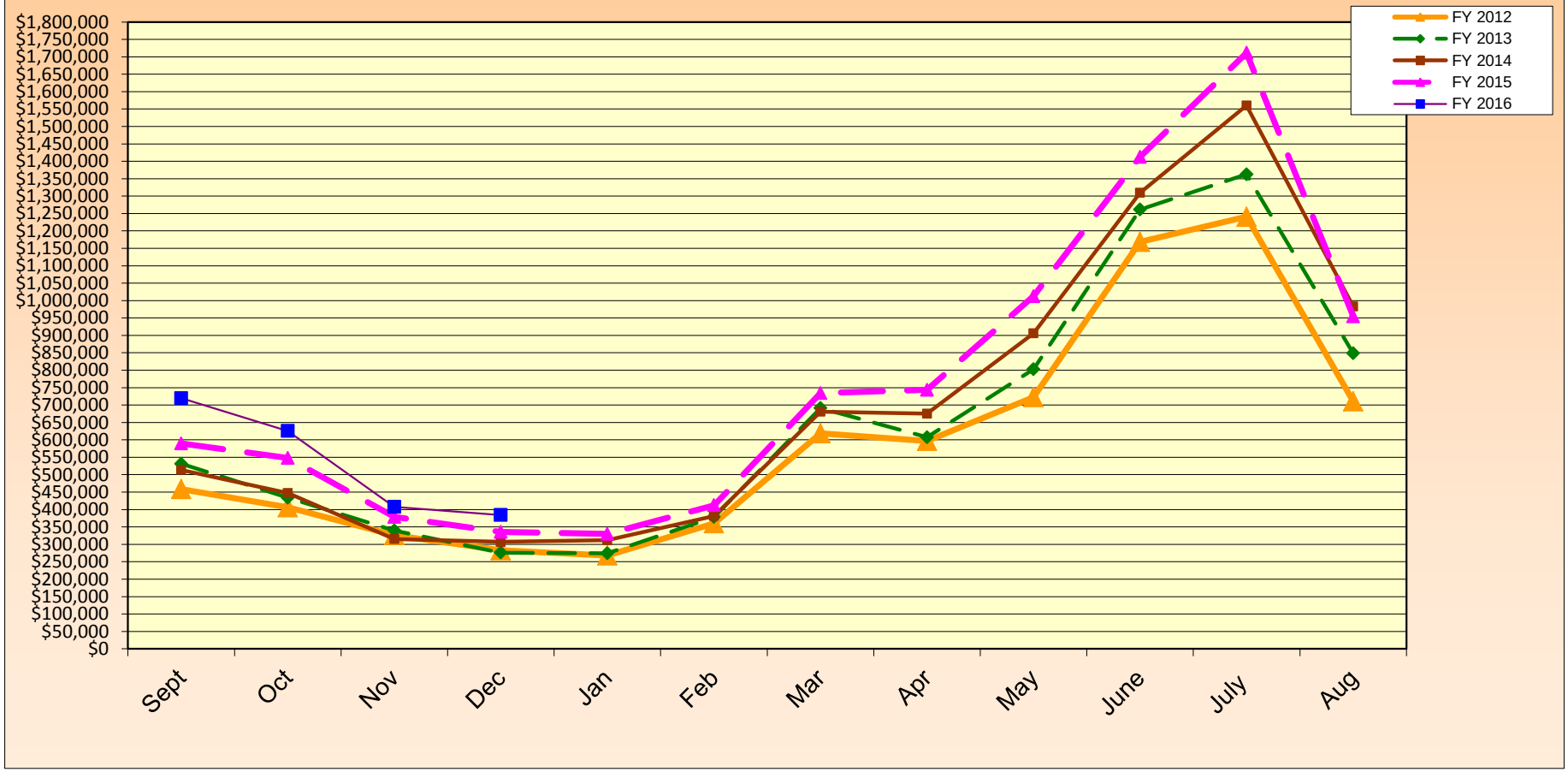
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF JANUARY 2016

Zip Code	Fiscal Year 2016 YTD Collected	Fiscal Year 2015 YTD Collected	Difference	% Change
32501	56,273	42,770	13,503	32%
32502	101,616	99,816	1,800	2%
32503	6,559	5,536	1,023	18%
32504	377,983	343,707	34,276	10%
32505	71,735	64,083	7,652	12%
32506	51,178	47,986	3,192	7%
32507	290,981	237,109	53,872	23%
32514	146,088	134,389	11,699	9%
32526	90,212	52,486	37,726	72%
32534	40,259	40,675	(416)	-1%
32535	507	544	(37)	-7%
32561	903,880	783,057	120,823	15%
32562	-	-	-	0%
32577	50	415	(365)	0%
Total	**$ 2,137,321**	**$ 1,852,573**	**$ 284,748**	**15%**


Tourist Development Tax Collections
5-Year Comparison
Returns through December 31, 2015 (Collected in January 2016)
Amount Collected
$1,800,000
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2012
2013
2014
2015
2016


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through December 31, 2015
(Collected January 2016)
2012
2013
2014
2015
2016
Amount Collected
$1,000,000
$900,000
$800,000
$700,000
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$0
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2012 - FY 2016
Returns through December 31, 2015 (Collected in January 2016)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2016
AS OF JANUARY 31, 2016

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/15	**13,893**	2%	**28,093**	4%	**1,582**	0%	**103,155**	14%	**23,956**	3%
11/15	**16,283**	3%	**31,883**	5%	**2,371**	0%	**102,729**	16%	**17,937**	3%
12/15	**12,524**	3%	**21,272**	5%	**1,996**	0%	**88,735**	22%	**12,756**	3%
01/16	**13,573**	4%	**20,368**	5%	**610**	0%	**83,364**	22%	**17,085**	4%
Total	**$ 56,273**	**3%**	**$ 101,616**	**5%**	**$ 6,559**	**0%**	**$ 377,983**	**18%**	**$ 71,735**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/15	**14,443**	2%	**118,367**	16%	**39,504**	5%	**22,563**	3%	**9,819**	1%
11/15	**13,073**	2%	**93,637**	15%	**38,664**	6%	**24,477**	4%	**11,627**	2%
12/15	**12,924**	3%	**41,978**	10%	**33,837**	8%	**21,065**	5%	**9,397**	2%
01/16	**10,738**	3%	**36,999**	10%	**34,083**	9%	**22,108**	6%	**9,416**	2%
Total	**$ 51,178**	**2%**	**$ 290,981**	**14%**	**$ 146,088**	**7%**	**$ 90,212**	**4%**	**$ 40,259**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/15	**115**	0%	**344,147**	48%	**-**	0%	**50**	0%	**719,688**	100%
11/15	**-**	0%	**273,123**	44%	**-**	0%		0%	**625,801**	100%
12/15	**310**	0%	**150,864**	37%	**-**	0%		0%	**407,658**	100%
01/16	**83**	0%	**135,746**	35%	**-**	0%		0%	**384,174**	100%
Total	**$ 507**	**0%**	**$ 903,880**	**42%**	**$ -**	**0%**	**$ 50**	**0%**	**$ 2,137,321**	**100%**

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

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/14	**12,080**	2%	**28,345**	5%	**1,001**	0%	**90,113**	15%	**17,610**	3%
11/14	**11,576**	2%	**28,797**	5%	**1,508**	0%	**91,522**	17%	**19,570**	4%
12/14	**10,149**	3%	**23,205**	6%	**1,947**	1%	**85,208**	22%	**12,546**	3%
01/15	**8,965**	3%	**19,469**	6%	**1,080**	0%	**76,865**	23%	**14,358**	4%
Total	**$ 42,770**	**2%**	**$ 99,816**	**5%**	**$ 5,536**	**0%**	**$ 343,707**	**19%**	**$ 64,083**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/14	**13,395**	2%	**91,990**	16%	**34,533**	6%	**13,979**	2%	**10,808**	2%
11/14	**14,690**	3%	**75,256**	14%	**36,155**	7%	**14,417**	3%	**10,733**	2%
12/14	**12,375**	3%	**38,153**	10%	**31,823**	8%	**14,508**	4%	**9,370**	2%
01/15	**7,525**	2%	**31,710**	9%	**31,878**	9%	**9,581**	3%	**9,763**	3%
Total	**$ 47,986**	**3%**	**$ 237,109**	**13%**	**$ 134,389**	**7%**	**$ 52,486**	**3%**	**$ 40,675**	**2%**

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/14	**124**	0%	**275,711**	47%	**-**	0%	**-**	0%	**589,689**	100%
11/14	**213**	0%	**243,219**	44%	**-**	0%	**415**	0%	**548,072**	100%
12/14	**104**	0%	**139,615**	37%	**-**	0%	**-**	0%	**379,004**	100%
01/15	**102**	0%	**124,512**	37%	**-**	0%	**-**	0%	**335,808**	100%
Total	**$ 544**	**0%**	**$ 783,057**	**42%**	**$ -**	**0%**	**$ 415**	**0%**	**$ 1,852,573**	**100%**

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2007-2016									
Month Of	For The										
Collection	Month Of	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OCT	SEP	$245,125	$288,077	$277,444	$274,902	$321,850	$343,637	$398,300	$385,209	$442,268	$539,766
NOV	OCT	224,646	238,591	231,361	238,423	276,214	304,579	325,198	335,284	411,054	469,351
DEC	NOV	212,939	206,205	185,367	214,475	226,459	244,845	254,898	236,608	284,253	305,743
JAN	DEC	179,798	163,665	169,734	164,750	192,546	212,164	207,117	230,300	251,856	288,130
	TOTAL	**$862,507**	**$896,538**	**$863,907**	**$892,551**	**$1,017,069**	**$1,105,225**	**$1,185,513**	**$1,187,401**	**$1,389,430**	**$1,602,991**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2007-2016									
Month Of	For The										
Collection	Month Of	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
OCT	SEP	$81,708	$96,026	$92,482	$91,634	$107,283	$114,546	$132,767	$128,403	$147,422	$179,922
NOV	OCT	74,882	79,530	77,120	79,474	92,072	101,526	108,399	111,761	137,018	156,450
DEC	NOV	70,980	68,735	61,789	71,492	75,487	81,615	84,966	78,869	94,751	101,914
JAN	DEC	59,933	54,555	56,578	54,917	64,182	70,721	69,039	76,767	83,952	96,043
	TOTAL	**$287,502**	**$298,846**	**$287,969**	**$297,517**	**$339,023**	**$368,408**	**$395,171**	**$395,800**	**$463,143**	**$534,330**

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-9866 **Clerk & Comptroller's Report** **9. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 03/03/2016
Issue: January 2016 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the January 31, 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended January 31, 2016, as required by Ordinance Number 95-13; on January 31, 2016, the portfolio market value was $293,198,536 and portfolio earnings totaled $169,627 for the month; the short-term portfolio yield was 0.38%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.31%; the enhanced cash portfolio achieved a yield of 0.71%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.62%; the long-term CORE portfolio achieved a yield of 1.29%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.96%.

Attachments

January 2016 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2015-2016
January 31, 2016

Prepared by:

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

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2015-2016
January 31, 2016

INVESTMENT PORTFOLIO COMPOSITION

SUMMARY OF INVESTMENT ALLOCATION	Market Value December 31, 2015	Market Value January 31, 2016
Bank Accounts	$ 13,434,774	$ 22,813,977
Money Market Accounts	55,866,437	60,880,724
State Board of Administration	95,388,605	60,416,435
Certificates of Deposit	-	20,000,000
Money Market Mutual Fund	2,059,834	233,816
U.S. Treasury Bond/Notes	46,043,215	49,361,834
Federal Agency Bond/Note	43,303,479	43,530,292
Municipal Bonds	5,425,324	5,473,399
Corporate Notes	21,609,241	20,911,412
Commercial Paper	9,574,276	9,576,646
Total Portfolio Assets:	$ 292,705,185	$ 293,198,536
Current Month Earnings:	**$ 140,866**	**$ 169,627**
Fiscal Year to Date Earnings:	**$ 421,713**	**$ 583,682**

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	December 31, 2015	January 31, 2016
Market Value	**$ 164,689,817**	**$ 164,111,136**
Short Term Portfolio Yield:	**0.29%**	**0.38%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.23%	0.31%
Fiscal YTD Earnings:	**$ 68,307**	**$ 118,450**

ENHANCED CASH PORTFOLIO:	December 31, 2015	January 31, 2016
Market Value	**$ 33,679,169**	**$ 31,056,214**
Enhanced Cash Portfolio Yield to Maturity at Cost:	**0.67%**	**0.71%**
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.76%	0.62%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.04%	0.79%
Effective Duration (Years)	**0.95**	**0.94**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.80	1.79
Fiscal YTD Earnings:	**$ 72,663**	**$ 91,231**

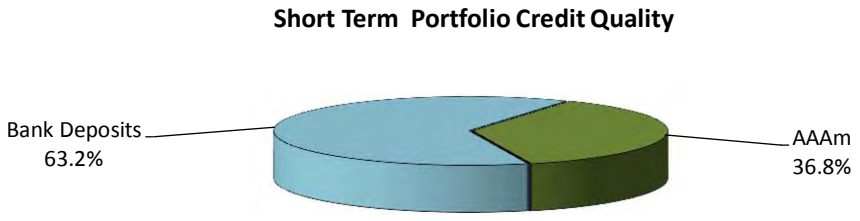
LONG TERM CORE PORTFOLIO:	December 31, 2015	January 31, 2016
Market Value	**$ 94,336,199**	**$ 98,031,186**
CORE Portfolio Yield to Maturity at Cost:	**1.30%**	**1.29%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	1.27%	0.96%
CORE Portfolio Total Return:	**-0.16%**	**1.02%**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	-0.15%	1.08%
Effective Duration (Years)	**2.62**	**2.51**
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:	2.63	2.63
Fiscal YTD Earnings:	**$ 280,743**	**$ 374,001**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2015-2016
January 31, 2016

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

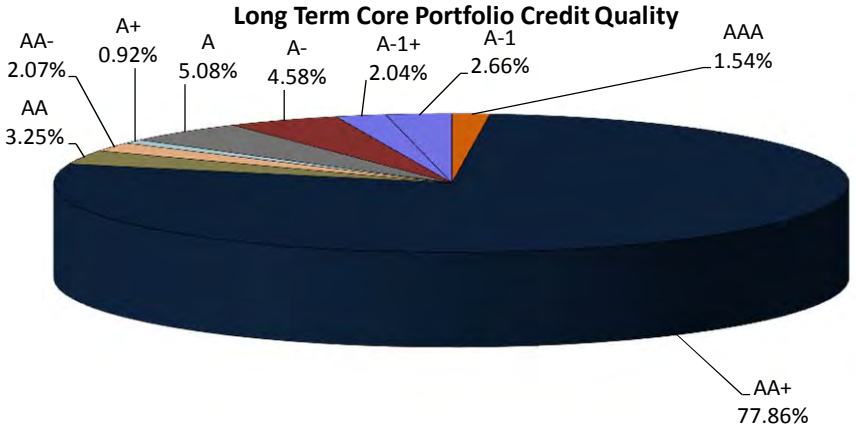
Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 22,813,977	13.9%
Money Market Accounts	60,880,724	37.1%
Certificates of Deposit	20,000,000	12.2%
State Board of Administration	60,416,435	36.8%
Total Short Term Portfolio Assets:	**$ 164,111,136**	**100.0%**



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

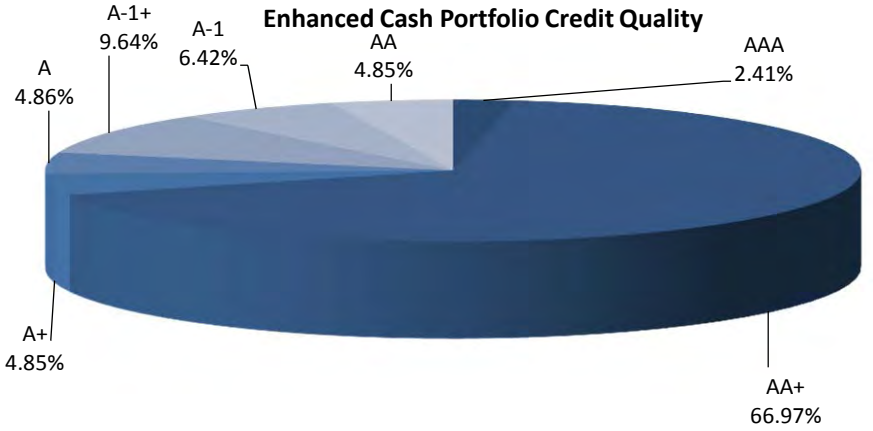
Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 47,362,772	48.3%
Federal Agency Bond / Note	25,508,932	26.0%
Municipal Obligations	5,473,399	5.6%
Commercial Paper	4,595,591	4.7%
Corporate Note	14,905,272	15.2%
Money Market Mutual Fund - Federated Government	185,219	0.2%
Total Long Term Core Portfolio Assets:	**$ 98,031,186**	**100.0%**



ENHANCED CASH INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 1,999,062	6.4%
Federal Agency Bond / Note	18,021,360	58.0%
Corporate Note	6,006,140	19.3%
Commercial Paper	4,981,054	16.0%
Money Market Mutual Fund - Federated Government	48,598	0.2%
Total Enhanced Cash Portfolio Assets:	**$ 31,056,214**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2015-2016
January 31, 2016

Security Type		Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	$	60,416,435	20.6%	25%	No
United States Treasury Securities		49,361,834	16.8%	100%	Yes
Federal Instrumentalities		43,530,292	14.8%	100%	Yes
Certificates of Deposit		20,000,000	6.8%	20%	Yes
Savings Accounts		60,880,724	20.8%	100%	Yes
Commercial Paper		9,576,646	3.3%	25%	Yes
Corporate Notes		20,911,412	7.1%	20%	Yes
State and/or Local Government Debt		5,473,399	1.9%	25%	Yes
Bank Accounts - Bank of America		22,813,977	7.8%	100%	Yes
Money Market Mutual Fund		233,816	0.1%	50%	Yes
Total Investment Holdings	**$**	**293,198,536**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	2,488,680	0.8%	5%	Yes
American Honda Finance	901,434	0.3%	5%	Yes
Apple Inc. Corporate Notes	749,854	0.3%	5%	Yes
Bank Accounts - Bank of America	22,813,977	7.8%	100%	Yes
Bank of New York Mellon Corporate Notes	2,002,026	0.7%	5%	Yes
BBVA Compass	5,000,000	1.7%	10%	Yes
BNP Paribas	2,599,711	0.9%	5%	Yes
Calleguas Water District, CA REV Bond	1,506,195	0.5%	10%	Yes
Caterpillar Corporate Notes	751,304	0.3%	5%	Yes
Centennial Bank	10,000,328	3.4%	10%	Yes
Chevron Corporation Corp Notes	750,416	0.3%	5%	Yes
Cisco Systems Inc.	2,020,788	0.7%	5%	Yes
City of New York	1,719,227	0.6%	10%	Yes
Coca-Cola Co. Commercial Paper	1,991,379	0.7%	10%	Yes
Exxon Mobil Corporate Notes	748,607	0.3%	5%	Yes
Federal Farm Credit Bank	6,509,082	2.2%	5%	Yes
Federal Home Loan Bank (FHLB)	8,651,919	3.0%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	11,890,164	4.1%	25%	Yes
Federal National Mortgage Association (FNMA)	16,479,127	5.6%	25%	Yes
Fidelity Institutional Government MMF	233,816	0.1%	25%	Yes
Florida Prime (SBA)	60,416,435	20.6%	25%	Yes
General Electric Corporate Notes	2,521,848	0.9%	5%	Yes
Hancock Bank	27,600,343	9.4%	10%	Yes
HSBC Holdings PLC	995,945	0.3%	5%	Yes
John Deere Corporate Notes	754,136	0.3%	5%	Yes

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2015-2016
January 31, 2016

Individual Issuer Breakdown		Market Value	Percent Allocation	Permitted by Policy	In Compliance
JP Morgan Chase Corporate Notes		1,997,162	0.7%	**5%**	**Yes**
Merk & Co Corporate Notes		750,127	0.3%	**5%**	**Yes**
Mississippi State		765,865	0.3%	**10%**	**Yes**
PACCAR Financial Corp Notes		750,011	0.3%	**5%**	**Yes**
Pepsico, Inc.		1,977,390	0.7%	**5%**	**Yes**
Servisfirst Bank		27,706,019	9.4%	**10%**	**Yes**
State of Connecticut		690,397	0.2%	**10%**	
Summit Bank Money Market Account		10,574,034	3.6%	**10%**	**Yes**
Toronto Dominion HDG USA Commercial Paper		1,992,704	0.7%	**10%**	**Yes**
Toyota Motor Credit Commercial Paper		2,992,851	1.0%	**10%**	**Yes**
United States Treasury Securities		49,361,834	16.8%	**100%**	**Yes**
University of WA Taxable Revenue Bonds		791,716	0.3%	**10%**	**Yes**
Wells Fargo &Company Corporate Notes		751,688	0.3%	**5%**	**Yes**
Total Investment Holdings	**$**	**293,198,536**	**100.0%**		

AI-9893 **Clerk & Comptroller's Report** **9. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 03/03/2016
Issue: Contractor Competency Board Appeals
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Appeals Relating to the Escambia County Contractor Competency Board

That the Board accept, for filing with the Board's Minutes, the following Escambia County Contractor Competency Board (CCB) appeals filed with the Clerk to the Board's Office:

A. The appeal of the CCB's decision of February 2, 2016, in the Case against Tim Sowell Roofing, Inc., Case #COM10800026, filed by Donna Jenkins and received in the Clerk to the Board's Office on February 22, 2016; and

B. The appeal of the CCB's decision of February 3, 2016, in the Case against James B. Freeman and James B. Freeman d/b/a Freeman Roofing Co., Case #COM15100033, filed by James B. Freeman and received in the Clerk to the Board's Office on February 24, 2016.

Attachments

CCB Appeal - Jenkins
CCB Appeal - Freeman

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

MEMORANDUM

TO: Jack R. Brown, County Administrator

FROM: Pam Childers
Clerk of the Circuit Court & Comptroller

By: _____
Liz Carew
Clerk to the Board

DATE: February 23, 2016

RE: Appeal of the Escambia County Contractor Competency Board's Decision in the Case against Timothy Sowell Roofing, Inc. (Case #COM10800026)

This is to advise you that on February 22, 2016, the Clerk to the Board's Office received a letter from Donna Jenkins appealing the Escambia County Contractor Competency Board's February 2, 2016, decision in the case against Timothy Sowell Roofing.

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

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

LFC/
Attachments

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

February 22, 2016

To Whom It May Concern:

My name is Donna G. Jenkins and on February the 3rd the Contractors Competency Board (CCB) dismissed my case against a roofer by the name of Mr. Tim Sowell. My family and I would like to Appeal this decision. I am writing this letter in hopes that the Board of County Commissioners (BCC) will reconsider the Competency Boards's decision because:

1. Their decision to dismiss my case is a **contradiction** to their previous decision and actions. This is something I can prove by the Contractors Competency Board's own Verbatim Minutes.
2. Debbie Rose a county employee in the permits department is the person that demanded that our family file a complaint against this roofer. She shot an aerial of our home and told me that he needed a permit for the work that he was doing.
3. The county investigator closed my case without ever stepping a foot on my property or hardly even speaking to me or receiving the photo's of my roof. All because Tim Sowell said he would sign a sworn affidavit that it was under 3 building squares and it didn't require a permit. So he turned my case over to Jennifer Hampton, Assistant Sec. to the CCB. There is more to that.
4. Our family hired a private inspection company that not only does roofing work but does insurance inspections for insurance and reality sales of homes here in Pensacola. We hired them to prove that the job Tim Sowell did was in fact over 4 bldg. squares and required a permit which he did not have. This was presented and reviewed by the CCB.
5. They ordered a County Inspector to go to my home and do a final inspection. Not only did they order a final inspection Mr. Mac,(a board member) argued the fact that the pictures I turned in were so concerning that the conclusion was that the inspector was to get on my roof and look at all the things that I showed them in the pictures.
6. Then Mr. Don Mayo cancelled my inspection and his reason was it did not require a permit, but Mrs. Garrett will not say if Mr. Mayo ever saw the insurance report stating it was over 4 bldg squares and I ask her myself personally.

There is more if anyone is interested to see this information. I have proof of everything I am saying and I and will provide the necessary documents if the BCC will allow me to meet with you and explain my "reasons" for appealing this matter. In addition to this statement our family has hire another private licensed roofing inspector just to calculate the building squares again and they too agree that it is over 4 building squares. I want you to know that I realize that if you were to allow me to meet with someone this in no way is an omission that you're accepting and or saying yes to my request for an appeal. Nor will a decision be made regarding my case against Mr. Sowell be made.

If I understand it correctly I will be given an appointment (date and time) that I will present my case/ reason/s/ formally to the Board of County Commissioners. At that time the BCC will decide if I may appeal the decision of the CCB and have another chance for them to hear my case. Is this correct??

Please if someone could hear me out for any amount of time I would be greatly appreciated. I only want to get our home fixed and we paid Tim Sowell $5220.00 and allowed him 11 time to come back to correct this problem. All our family has ever wanted is to get help from the county by obtaining a county inspector and let the inspector report to the CCB. This way the county can tell us if we had a case or not. Tim Sowell started on July 20, 2015 and now I'm filing an appeal that wont even be heard until March.
instead I have been in tied up from Oct 2015 to February 2016present and nothing has been accomplished. I can't tell you how disappointed my family and myself are with the Escambia County Contractors Competency Board. to due the evaluation for them selves so the county would know if I'm right or wrong and then we can leave it up to the county what to do with this roofer. As Debbie Rose in the county permits department said this is not his first rodeo.

The following information is being provided to you tom help make your decision.
Tim Sowell is operating under the DBA Name Tim Sowell Roofing Inc. and also Sowell Roofing Incorporated . License # RC29027086 His competency county license # is RR208/ RC 29027086

Case # COM10800026
My Name is Donna Jenkins
Address 6821 Joy Street
Pensacola , Florida 32504
Home Phone 484-9073
Cell Phone 449-0456

Please call if you have any questions

2016 FEB 22 P 4:53
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

MEMORANDUM

TO: Jack R. Brown, County Administrator

FROM: Pam Childers
Clerk of the Circuit Court & Comptroller

By: _____
Liz Carew
Clerk to the Board

DATE: February 24, 2016

RE: Appeal of the Escambia County Contractor Competency Board's Decision in the Case against James B. Freeman and James B. Freeman d/b/a Freeman Roofing Co. (Case #COM15100033)

This is to advise you that on February 24, 2016, the Clerk to the Board's Office received a letter from James B. Freeman appealing the Escambia County Contractor Competency Board's February 3, 2016, decision in the case against James B. Freeman and James B. Freeman d/b/a Freeman Roofing Co. (Case #COM15100033).

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

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

LFC/
Attachments

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

JAMES B FREEMAN 2-24-16
and JAMES B FREEMAN
d/B/A FREEMAN ROOFing CO.
RR10133/RC0058058

CASE # COM151100033

I Am Requesting A Appeal
For Ruling ON Feb 3-16

JAMES B FREEMAN

2016 FEB 24 A 10:36
CLERK OF THE BOARD OF
COUNTY COMMISSIONERS

AI-9867 **Clerk & Comptroller's Report** **9. 4.**
BCC Regular Meeting **Consent**
Meeting Date: 03/03/2016
Issue: Mintues 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 February 18, 2016;

B. Approve the Minutes of the Regular Board Meeting held February 18, 2016; and

C. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held February 11, 2016.

Attachments

20160218 Agenda Work Session
20160211 CW Workshop

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION
HELD FEBRUARY 18, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:31 a.m. – 12:38 p.m.)

Present: Commissioner Grover C. Robinson, IV, Chairman, District 4
Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Steven L. Barry, District 5
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Lorraine Hudson, Manager, Treasury/Payroll, Clerk and Comptroller's Office
Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

1. FOR INFORMATION: The agenda for the February 18, 2016, Regular Board Meeting, was reviewed as follows:

   A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda;

   B. Lorraine Hudson, Manager, Treasury/Payroll, 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;

   E. County Attorney Rogers reviewed the County Attorney's Report; and

   F. Commissioner Barry and Commissioner Underhill reviewed their add-on items.

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE
BOARD OF COUNTY COMMISSIONERS
HELD FEBRUARY 11, 2016
BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA
(9:04 a.m. – 12:33 p.m.)

Present: Commissioner Grover C. Robinson, IV, Chairman, District 4
Commissioner Wilson B. Robertson, Vice Chairman, District 1
Commissioner Douglas B. Underhill, District 2
Commissioner Steven L. Barry, District 5
Honorable Pam Childers, Clerk of the Circuit Court and Comptroller
Jack R. Brown, County Administrator
Alison Rogers, County Attorney
Susan Woolf, General Counsel to the Clerk
Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office
Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Lumon J. May, District 3

AGENDA NUMBER

1. Call to Order

   Chairman Barry called the Committee of the Whole (C/W) Workshop to order at 9:04 a.m.

2. Was the Meeting Properly Advertised?

   The C/W was advised by Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office, that the Meeting was advertised in the Pensacola News Journal on February 6, 2016, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule February 8 – February 12, 2016*.

AGENDA NUMBER – Continued

3. Sports Marketing Study Presentation

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Escambia County Community Recreation and Sports Tourism Needs and Facility Feasibility Study Presentation of Key Findings*, presented by Ray Palmer, Pensacola Sports Association (PSA), Susan Sieger, Crossroads Consulting Services, and David Greusel, Convergence Design, and the C/W:

(1) Was advised by Ms. Siegar that Crossroads Consulting Services was responsible for the marketing economics analysis part of the feasibility study which:

(a) Assessed the market to determine the viability of enhancing existing assets and identify opportunities to develop new sports facilities to better serve the local community and increase sports tourism;

(b) Revealed that Escambia County is lacking facilities to host indoor sports on a large scale;

(c) Determined the highest priority is constructing an indoor sports facility to better accommodate local needs and bring in tournaments that are not held in Escambia County, which would increase activity during the tourism "shoulder season" when business is slower;

(d) Recommends constructing a facility that includes 8 tournament-quality basketball courts that can convert to 16 volleyball courts, with hardwood floors that can be covered to host non-court events;

(e) Estimates hosting between 31 and 41 tournaments per year would generate income during the non-peak tourism season, as well as create between 450-520 jobs both at the facility and due to the spending related to the facility; and

(f) Estimates an increase in annual tax revenues, between $2.6 million to $3 million, which includes Tourist Development Taxes in an amount between $168,000 and $193,000;

(Continued on Page 3)

AGENDA NUMBER – Continued

3. Continued…

   A. Continued…

      (2) Was advised by Mr. Greusel that:

         (a) There are not many indoor sports facilities of this type in the country at this time that include the multiple courts and meeting and breakout space;

         (b) The proposed facility would consist of 86,000 square feet of court space in a single, column-free space, with a building of 121,000 gross square feet, requiring a site of approximately 14 acres;

         (c) Five potential sites were identified and ranked in order of desirability for this type of facility after touring the County and visiting all existing sports complexes to see if there is available land around any of them; and

         (d) Project cost was estimated at $36,200,000, which does not include land cost, since the site is not yet determined;

      (3) Was advised by Mr. Palmer that the PSA recommends that Escambia County move forward with the indoor sports facility and asks that the Board direct PSA to create a steering committee (that would sunset after the completion of this task), to take the provided information and bring back a willing partner in property, further advanced design to aid in choosing property, and maintenance, operations, and marketing plans; and

      (4) Requested more proof of financial viability and a detailed analysis of the potential effects of Foley or Panama City building a comparable facility with the analytical backup; and

   B. Board Direction – None.

AGENDA NUMBER – Continued

4. Visit Pensacola Update

A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, presented by Steve Hayes, President of Visit Pensacola, and the C/W was advised by Mr. Hayes that:

(1) Tourism numbers for 2015 are up due to an increase in length of stay and lodging rates, resulting in an increase in Tourist Development Tax (TDT) collections;

(2) The strategic plan for Fiscal Year 2015/2016 was distributed to the C/W and the following are the roles Visit Pensacola plays within the plan:

- "Own," meaning Visit Pensacola is responsible for handling of the project financially, through human resources, idea generation, etc.
- Collaboration on issues that are not Visit Pensacola's project, but Visit Pensacola is assisting from a human resource capital or financial resource capital standpoint, or with idea sharing
- Advocate by supporting the efforts of others in the tourism community
- Holding items to include in the strategic plan for 2016/2017

(3) The following two tourism-related House Bills have not had any movement:

- TDT Statute, House Bill 7099 (the number on the PowerPoint slide is incorrect), which would have changed the purpose of the TDT, and other things related to TDT that the Tourist Development Council and state-wide tourism industry opposed those changes; however, many of the proposed changes went away and the only issue remaining is the use of TDT funds for law enforcement and emergency medical services
- Vacation Rental Advertising Requirement, House Bill 1295/Senate Bill 1158, which requires anyone leasing or letting of licenses in a vacation rental to display a valid certificate of registration in a rental listing or advertisement to identify owners renting their unit, and ensuring those individuals are collecting and remitting the proper taxes at the local and State levels

(Continued on Page 5)

AGENDA NUMBER – Continued

4. Continued…

   A. Continued…

      (4) Visit Pensacola is currently running a weather-driven ad campaign through the Weather Channel to encourage trips to Pensacola when it is cold or snowing in the Upper Midwest, and is collaborating with Visit Florida to advertise in the mass transit train system in Chicago, utilizing a social media campaign and contest, and information kiosks in various stations; and

      (5) The focus for Spring is twofold:

      - "Find Your Beach Vibe" which targets couples and recommends activities after a quiz is taken to identify what the individual likes to do
      - "Pensacola Explorer" targets families and recommends educational activities in the community beyond the beach, in addition to implementing a social media outreach program to reach tweens and teens via YouTube

   B. Board Direction – None.

5. Santa Rosa Island Authority Lease Fees

   A. Board Discussion – The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled *Santa Rosa Island Authority Budget*, presented by Amy Lovoy, Assistant County Administrator, and Dottie Ford and Paolo Ghio, Santa Rosa Island Authority (SRIA), and the C/W:

      (1) Heard a comparison of the SRIA budgets for Fiscal Year (FY) 2015 and FY 2016, and discussed the possibility of consolidating more services with the County in order to reduce costs further in the future;

(Continued on Page 6)

AGENDA NUMBER – Continued

5. Continued…

   A. Continued…

      (2) Heard comments from Mr. Ghio concerning the use of lease fee revenues and the function of each department of the SRIA to support the infrastructure, daily operations, and residents of Pensacola Beach, and requesting FY 2016 and FY 2017 to evaluate what the lease holders require and identify additional funding streams to support the SRIA; and

      (3) Was advised by Commissioner Robinson, the consensus of the Board is the expectation that the SRIA look for areas for further reduction in the SRIA budget and opportunities for consolidation of services with Escambia County during FY 2016; and

   B. Board Direction – None.

   Speakers:

   Karen Sindel
   Dave Pavlock
   Dr. Thomas Campanella

6. Discussion Concerning Memorializing Feedback from the Special BCC Workshop on January 11, 2016, Related to RESTORE

   A. Board Discussion – The C/W was advised by County Administrator Brown that the RESTORE Committee has requested clarification of guidance given by the Board at the RESTORE Workshop held January 11, 2016, and the C/W:

      (1) Heard comments from Commissioner Robertson regarding his letter to the RESTORE Committee emphasizing the importance of Economic Development and recommending the Committee ensure projects in each category compete only with projects in the same category utilizing the points system to rank the projects within each category;

      (2) Heard comments from Commissioner Robinson supporting the format he presented at the Workshop to ensure that the funds stay focused on the categories identified, including percentages within the categories to assist with the selection process in the future, and establishment of a guide for future Boards to use when allocating funds and partnering with other agencies;

(Continued on Page 7)

AGENDA NUMBER – Continued

6. Continued…

   A. Continued…

      (3) Heard comments from Commissioner Barry suggesting the Committee rank projects that have the same goals against each other, and in the future each Commissioner's support will be indicated through funding of projects in particular categories; however, for present purposes he only needs to see the list of projects ranked within each category;

      (4) Heard comments from Commissioner Underhill, who advised he only needs the projects evaluated and scored but not ranked; however, ranking the projects within categories is acceptable if that is what the other Commissioners require; and

      (5) Was advised by County Administrator Brown that the RESTORE Committee will score and rank each project within the three categories (Economic, Environmental, and Recreation/Tourism), prior to submission to the Board; and

   B. Board Direction – None.

7. Adjourn

   Chairman Robinson declared the C/W Workshop adjourned at 12:33 p.m.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9720 **Growth Management Report** **9. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/03/2016
Issue: 5:45 p.m. - Public Hearing - Permit Renewal - Oak Grove Land Clearing Debris Disposal Facility
From: Pat Johnson
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

5:45 p.m. - Public Hearing for Consideration of the Renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Oak Grove Land Clearing Debris Disposal Facility

That the Board authorize the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for the Oak Grove Land Clearing Debris Disposal Facility, located at 745 County Road 99 North, Walnut Hill, Florida, owned by Escambia County, as required by Escambia County Code of Ordinances Chapter 82, Article V, Landfills and Other Disposal Facilities, enacted August 13, 2015.

[Funding: Fund 401, Solid Waste Fund, Account Number 343402]

BACKGROUND:

The Oak Grove Land Clearing Debris (LCD) Disposal Facility has been in operation since December 1996. The Oak Grove LCD Disposal Facility is needed for services to the north-end of the County, and services the County Road Department ONLY. This facility operates under the guidelines established under Escambia County Ordinance 2015-31, enacted August 13, 2015 and Escambia County Ordinance 2006-24, Rules 62-4.540 and 62-701.803, Florida Administrative Code. The site is designed for the convenience, scale of economy, and ease of access to North Escambia County.

The Escambia County Code of Ordinances Chapter 82, stipulates: "All property subject to Chapter 82, Article V of the Code of Ordinances must be brought into compliance by meeting the standards required by Chapter 82, Article V and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners..."

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the Permit for form and legal sufficiency by legal sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners' mission statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community."

Ordinance 2015-31 requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, a Permit shall be issued and distributed accordingly.

Attachments

Oak Grove LCD Permit
Oak Grove LCD Application
Oak Grove LCD Operations Plan
Oak Grove LCD Permit Drawings
Public Hearing Sign

Development Services Department

3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3097

Horace Jones, Department Director

Permit to Construct and/or Operate a Land Clearing Disposal Management Facility

Permittee:	**Escambia County Waste Services**
Facility Name:	**Oak Grove Land Clearing Debris Disposal Facility**
Facility Type:	**Land Clearing Debris Facility**
File Number:	**1996-1-001LDD**
Original Date of Issue:	**December 23, 1996**
Renewal Date:	**March 3, 2016**
Expiration Date:	**March 2, 2021**
Development Review #:	**PRP150200001**
Date:	**----------**
Total Acreage of Facility:	**26 Acres**
Total Area Licensed for Disposal:	**20 Acres**

This permit is issued under the provision of Chapter 82, Article V. Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

To operate a Land Clearing Debris Disposal Facility located on a 26-acre site on ***745 County Road 99 North, Walnut Hill, FL*** in Escambia County, Florida. Operation of the facility shall be in accordance with the permit renewal application received and the general and specific conditions required in this permit.

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittees are placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

   a. A description of and cause of noncompliance, and
   b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

Horace Jones, Department Director
Development Services
3363 West Park Place
Pensacola, Fl 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Patrick Johnson, Department Director
Waste Services
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Conditions – LCD Facilities

1. **Facility Setback.**
Operational footprint setback shall be a minimum of 100 feet from the property boundary limit. However, this setback shall be a minimum of 300 feet from any property boundary that abuts any existing residential use or residential zoning category. In order to accomplish this setback, clean fill may be used to fill from existing excavation limits. Section 82.226. (4)(b).

2. **Aerial and Vertical Height.**
Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (4)(c).

3. **Fencing and Access Control.**
Fencing is required on all sides of the facility a minimum of six feet in height with county-approved materials to eliminate visibility of a facility and to limit access. This provision applies to any boundary which fronts a public road or a residential structure. Areas which front undeveloped, uncleared properties may use an appoved three-strand barbed wire fence. Vegetative buffering may be substituted for nontransparent fencing as long as visibility is eliminated. Section 82.226. (4)(i).

4. **Cover Material and Application**
All working faces and or internal slopes must be no steeper than 3:1, compacted and covered with soil at a minimum of at least six (6) inches and at a minimum of one (1) time for every seven (7) days to deprive debris of oxygen, minimize the risk of fire and prevent emission of offensive odors to all active working faces. Depth of lift shall be no greater than ten (10) feet of vertical height. Intermediate cover shall be installed within thirty (30) days after active area is no longer receiving waste. Section 82.227. (6)(b).

5. **Operational Hours**
Operational hours shall be as established by the Escambia County Land Development Code. Section 82.227.(6)(d).

6. **Volume Reduction**
Volume reduction including incinerating, pulverizing, compacting, shredding, baling or similar activities shall only be allowed if specifically authorized by the County during the permitting process. Section 82.227. (6)(c).

7. **Nuisance**
No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.227. (6)(a).

8. **Litter, Sediment and Traffic Control; Road Maintenance.**
The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all liter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.

745 County Road 99 North, Walnut Hill, FL., 0.5 miles either side of facility entrance.

9. Required Reports

Permittee shall submit semi-annual affidavits that indicate the tonnage received, average number of disposal vehicles entering the facility per month and the available capacity at the facility. Section 82.227. (6)(m).

10. Permit Renewals

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department identification for this facility is **1996-1-001LDD**. Please cite this number on all reports and correspondence concerning this facility.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: _____

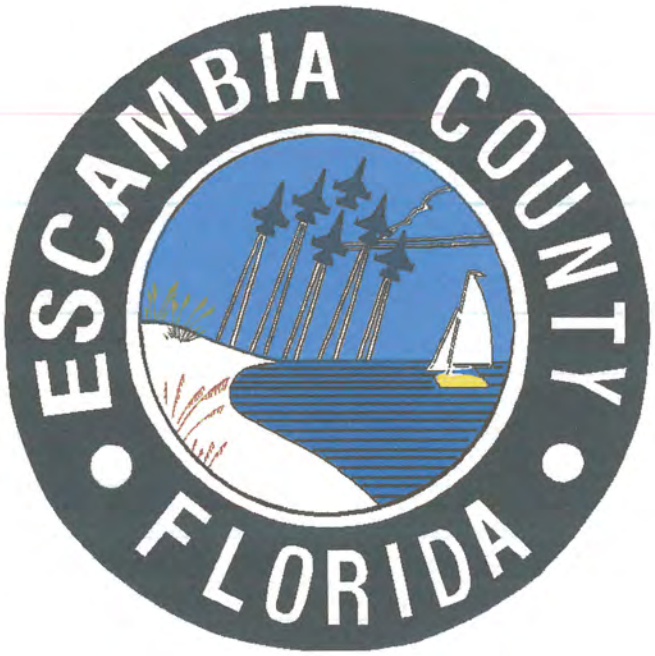
BOCC Authorization Date: _____

Permit Issue Date: _____ Permit Expiration Date: _____

Issuing Officer: **Horace Jones**
Department Director, Development Services

_____ Date: _____
Signature

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Feb. 24, 2016



ESCAMBIA COUNTY

DEVELOPMENT SERVICES DIVISION

APPLICATION FOR A PERMIT TO CONSTRUCT, OPERATE, MODIFY OR CLOSE A CONSTRUCTION AND DEMOLITION DEBRIS OR LAND CLEARING DISPOSAL MANAGEMENT FACILITY

February 16, 2016

Escambia County
Development Services Division
APPLICATION FOR A PERMIT TO CONSTRUCT, OPERATE, MODIFY OR CLOSE A C&DD/ LCD WASTE MANAGEMENT FACILITY

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

[ ] Construction and Demolition Debris (C&DD)
[ ] Transfer
[X] Land Clearing Debris (LCD)

2. Type of application:

[X] Construction/Operation
[ ] Operation without Additional Construction
[ ] Long-term Care

3. Classification of application:

[ ] New [ ] Modification
[ ] Renewal [X] Renewal of Permit Tolled on 8/21/14

4. Facility name: Oak Grove Land Clearing Debris Facility

5. Facility location (main entrance): 745 County Road 99N

6. Location coordinates:

Section: 4 Township: 4N Range: 32W
Latitude: 30° 53 ' 48 " Longitude: 87 ° 26 ' 57 "

8. Applicant name (operating authority): Escambia County Waste Services

Mailing address: 13009 Beulah Rd., Cantonment, FL 32533
Street or P.O. Box City County Zip
Contact person: Brent Schneider Telephone: (850) 937-2160

Title: Manager, EEQ Division Email: bdschneider@myescambia.com

9. Authorized agent/consultant: SAME AS ABOVE

Mailing address: _____
Street or P.O. Box City County Zip
Contact person: _____ Telephone: (___) _____

Title: _____ Email: _____

10. Landowner (if different than applicant): Escambia County BCC

Mailing address: 221 Palafox Place, Suite 420, Pensacola, FL 32502
Street or P. O. Box City County Zip

Contact person: Wesley Moreno Telephone: (850) 937-2122

Email: wjmoreno@myescambia.com

11. Date site will be ready to be inspected for completion: Buildout- 2023

12. Expected life of the facility: 7 years

13. Estimated costs:

Total Construction: $ N/A Closing Costs: $ 500,000

14. Anticipated construction starting and completion dates:

From: N/A To: N/A

15. Expected volume or weight of waste to be received: 40 yds^3/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:
The Oak Grove LCD Facility is used as a repository for landclearing debris. The site is a former borrow pit with an uneven bottom surface, which accepts landclearing debris generated by residents of the north end of Escambia County.

2. Facility site supervisor: Wesley Moreno

Title: Director, Public Works Telephone: (850) 937-2120

Email: wjmoreno@myescambia.com

3. Disposal area: Total 5.4 acres; Used 5.4 acres; Available ____ acres

4. Security to prevent unauthorized use: [X] Yes [ ] No

5. Charge for waste received: N/A $/$yds^3$ _____ $/ton

6. Surrounding land use, zoning:

[ ] Residential [ ] Industrial
[X] Agricultural [ ] None
[ ] Commercial [ ] Other Describe: _____

7. Types of waste received:

[ ] C & D debris [X] Land Clearing Debris

8. Attendant: [ ] Yes [X] No Trained operator: [X] Yes [ ] No

9. Spotters: [X] Yes [ ] No Number of spotters used: 1

10. Site located in: [ ] Floodplain [ ] Wetlands [ ] Other N/A

11. Property recorded as a Disposal Site in County Land Records: [X] Yes [ ] No

12. Days of operation: Monday thru Saturday

13. Hours of operation: 7a-5p; Sat until 3p

14. Days Working Face covered: Bi-weekly

15. Elevation of water table: 182 Ft. (NGVD 1929)

16. Storm Water:

    Collected: [X] Yes [ ] No

    Type of treatment: Retention/ No Discharge

    Name and Class of receiving water: N/A

17. Required submittals for issuance of permit.

    C&DD Facility:

    [ ] Odor and Gas Monitoring System Plan (Section 82-227(1)(a))

    [ ] Stormwater Management System Plan (Section 82-227(1)(b))

    [ ] Groundwater Monitoring Plan (Section 82-227(1)(c))

    [ ] Operational Plan (Section 82-227(2)(a) & Section 82-228(2)(d))
    - Facility description
    - Procedures for handling unauthorized wastes
    - Contingency plan
    - Procedures for maintaining operational records
    - Procedures for preventing pollution
    - List of reserve equipment and maintenance structure

    [ ] Boundary Survey (Section 82-227(2)(k))

    [ ] Financial Surety (Section 82-227(2)(l))

    [ ] Disposal Fill Sequence Plan (Section 82-227(2)(q))

    [ ] Training Certifications (Section 82-227(2)(s))

[ ] Site Plan (82-228(2)(c))

[ ] Design Drawings (Section 82-228(2)(e)

[ ] Proof of Insurance (Section 82-233)

Transfer Facility:

[ ] Operational Plan (Section 82-228(2)(d))
- Facility description
- Procedures for handling unauthorized wastes
- Contingency plan
- Procedures for maintaining operational records
- Procedures for preventing pollution
- List of reserve equipment

[ ] Financial Surety (Section 82-227(4)(b))

[ ] Training Certifications (Section 82-227(4)(d))

[ ] Site Plan (82-228(2)(c))

[ ] Design Drawings (Section 82-228(2)(e)

[ ] Proof of Insurance (Section 82-233)

LCD Facility:

[X] Stormwater Management System Plan (Section 82-227(5)(a))

[X] Operational Plan (Section 82-228(2)(d))
- Facility description
- Procedures for handling unauthorized wastes
- Contingency plan
- Procedures for maintaining operational records
- Procedures for preventing pollution
- Description of reserve equipment and maintenance structure

[X] Boundary Survey (Section 82-227(6)(f)) *[Provided during initial DO process]*

[X] Financial Surety (Section 82-227(6)(g))

[X] Training Certifications (Section 82-227(6)(i))

[X] Site Plan (82-228(2)(c))

[X] Design Drawings (Section 82-228(2)(e)

[X] Proof of Insurance (Section 82-233)

18. Development Review Committee process completed.

[ ] NO [X] Yes, Date: December 23, 1996

Project Number: File# 1996-1-001LDD

19. Development Order issued.

[ ] NO [X] Yes, Date: December 23, 1996

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:

The undersigned applicant or authorized representative of Oak Grove Land Clearing Debris Facility is aware that statements made in this form and attached information are an application for a Land Clearing Debris Permit from the Department of Developmental Services and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2015-31 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

Brent Schneider
Signature of Applicant or Agent

13009 Beulah Road
Mailing Address

Brent Schneider, EEQ Manager
Name and Title (please type)

Cantonment, FL 32533
City, State, Zip Code

bdschneider@myescambia.com
E-mail address (if available)

(850) 937-2160
Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD/ LCD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.

Brent Schneider
Signature

13009 Beulah Road
Mailing Address

Brent Schneider, PE, EEQ Manager
Name and Title (please type)

Cantonment, FL, 32533
City, State, Zip Code

BRENT D. SCHNEIDER LICENSE No. 70706 STATE OF FLORIDA PROFESSIONAL ENGINEER 2.15.16

bdschneider@myescambia.com
Email Address (if applicable)

Florida Registration Number
(Please affix seal)

(850) 937-2160
Telephone Number

2.15.16
Date

Oak Grove
Land Clearing Debris Facility
Operations Plan

For

Escambia County Division of Waste Services
13009 Beulah Road
Cantonment, Florida 32533

February 2016

TABLE OF CONTENTS

I.	**Site Operating Authority**	**Page 3**
II.	**Access Control Features**	**Page 3**
III.	**Facility Operations**	**Page 3**
IV.	**Record Keeping Procedures**	**Page 5**
V.	**List of Waste Types**	**Page 5**
VI.	**Emergency Plans**	**Page 5**
VII.	**Equipment Description**	**Page 7**
VIII.	**Job Classification and Personnel Requirements for Operator and Spotter**	**Page 7**
IX.	**Waste Placement and Compaction Procedures**	**Page 7**
X.	**Temporary Storage of Unauthorized Waste**	**Page 8**
XI.	**Waste Screening Procedures**	**Page 8**
XII.	**Other Operational Procedures**	**Page 8**

I. Site Operating Authority

Oak Grove Land Clearing Debris Facility will be operated by the

Escambia County Road Department
601 Highway 297a
Cantonment, Florida 32533

The facility will be utilized by the Escambia County Road Department and it will not be open for public use.

II. Access Control Features

The facility is located at 745 County Road 99N. The facility shares an entrance with the Oak Grove Citizens Convenience Center. The entrance has gates that are locked when the facility is not in operation.

III. Facility Operations

A. Overall Operation

The facility will operate as a land clearing debris facility that will only be utilized by the Escambia County Road Department. The facility also includes a soil stockpile operation. This operation is essential to the recycling of materials for reuse on other County projects.

B. Source of Waste

The site will receive land clearing debris generated by the daily operations of the Escambia County Road Department. The debris will be transported and disposed of at the site by Escambia County personnel and equipment.

C. Schedule of Operation

The site will be utilized by Escambia County personnel from 6:00 am to 5:00 pm Monday through Friday. Escambia County will have trained personnel on site when the facility is being operated.

D. Site Security

Fencing and tree line secures the site. There is a gated entrance off County Road 99N that is closed and locked when the facility is not in operation.

E. Operator Responsibilities

1. To operate the equipment needed to place, compact and cover the site as it reaches grade, as shown in the site plans.

2. To be responsible for observing and sorting out any unauthorized waste at the site as it reaches grade, as shown in the site plans.

3. To place the unauthorized waste into the container designated for that purpose. The container will then be taken to the adjacent Oak Grove Citizens Convenience Center.

F. Spotter Responsibilities

1. To oversee the dumping of each and every load to ensure that all waste delivered to the site is in compliance with the regulations. The spotter will remove any unauthorized waste that comes into the site and place it in the designated container for proper disposal.

2. To observe the activities at the operating face of the site and control the traffic flow, unloading of waste and the general operation to prevent accidents and ensure the safety of all.

3. To receive 8 hours of initial training prior to working at the site, and undergo 4 hours of additional training during the next 3 years and every 3 years thereafter. The training shall be completed in accordance with FAC 62-701.320(15). The operator training can administered by a state approved provider or an in-house training program. The in-house training program will need to be approved by FDEP in accordance with Section 403.716 F.S.

G. Closure

The site will be closed in accordance with the design drawings when the existing borrow pit area is filled to meet the final design grades. The operator will shape and compact the waste in accordance with the approved site plan. The design grades will be field verified by utilizing Escambia County's surveying department. The survey department will provide grade stakes to give the equipment operators enough information to meet the proposed final design grades. The final cap on the landfill will consist of 24 inches of soil. The top six (6) inches of soil will be suitable to support the growth of vegetation. The final cap for the facility will progress in accordance with the fill sequence. Any portion of the site that reaches final design grade will be capped in accordance with the details on the grading plan. The final seeding of these areas will be completed when all vehicular traffic in these areas is eliminated. It is understood that interim grassing may be necessary in these areas to minimize erosion prior to the final seeding operations. The closure will be completed in accordance with the requirements of 62-701.803 (10).

IV. Record-keeping procedures

The following records will be maintained at the Escambia County Road Department office that is located at this facility. The records are listed below:

1. The FDEP Land Clearing Debris Permit Application and Design drawings
2. Letter of Approval from FDEP
3. Personnel Training Records

V. List of Waste Types

A. Authorized Waste

"Land Clearing Debris" means rocks, soils, tree remains, and other vegetative matter which normally results from land clearing or land development operations for a construction project. Land clearing debris does not include vegetative matter from lawn maintenance, commercial or residential landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not directly related to a construction project.

B. Unauthorized Waste

Unauthorized waste will consist of any items that do not fall into the formal definition of "land clearing debris" as it is listed above. Any unauthorized waste will be identified and disposed of in accordance with FDEP requirements.

VI. Emergency Plans

A. Fire

Land Clearing Debris Facility fires can originate by spontaneous combustion or by receiving a hot load of waste. The LCD materials that will be delivered to this site are not likely to be a hot load since the waste will only be received from county staff. However, if a fire were to break out the following protocol would be followed:

1. The operator will immediately notify the following entities:
   a. FDEP at (850) 595-8300 or the 24 hour emergency number of 1-800-320-0519.
   b. Escambia County Road Department Supervisor: (850) 937-2120
   c. Escambia County Division of Waste Services : (850) 937-2160

2. The operator will begin to place cover material around the area that is demonstrating signs of combustion. The intent is to establish a perimeter around the affected area and then start placing soil within that perimeter area moving from the outside

to the inside until the entire area is covered with the soil barrier.

3. The area in question will be monitored for a period of two (2) days to ensure that additional fires do not develop in this area. If the area demonstrates combustion again then the above procedure will be followed until the fire has subsided.

B. Accidents or Medical Emergency

The operator or spotter at the facility must call and report any accidents that occur at the facility. The operator or spotter will follow the following protocol in the event of an accident or medical emergency.

1. The operator or spotter will assess the situation and determine if the accident or medical emergency requires immediate attention. First aid will be administered at this time if the situation involves a serious injury or life-threatening situation.

2. The operator or spotter will then call 911 to request Emergency Medical Services (EMS).

3. The operator or spotter will then notify their supervisor at the Escambia County Road Department at (850) 937-2120.

C. Hazardous Waste

Many households and businesses use hazardous materials in their day to day activities. Many of these activities produce wastes that can injure or even threaten living things. These wastes are called hazardous wastes. Hazardous waste must be handled in special ways to prevent threats to human health and the environment. Paint products, solvents, some batteries, household cleaners and pesticides are typical examples. If any of these materials are encountered in a load of waste, then the following protocol will be followed:

1. The operator or spotter will notify the FDEP Hazardous Waste Section at 1-800-320-0519
2. The operator or spotter will then contact their supervisor in the Escambia County Road Department office. The supervisor will then visit the site to access the situation. The disposal operations will then be moved to another portion of the facility to allow facility operations to continue without impacting the area containing the hazardous waste. If the hazardous waste is commonly known to the site supervisor and a plan of action is available then he may execute that plan. However, if the hazardous waste is unknown, then no one will go near the area until it is identified and a safe clean-up plan is developed. The

clean-up process may require the need to contract a business that specializes in the removal and handling of hazardous waste materials.

VII. Equipment Description

Bulldozers, front-end loaders, excavators and dump trucks will be utilized to place the land clearing debris at the facility. The front-end loader and excavator will be used for placing waste, excavation, spreading of waste, placing cover soil and spreading cover soil. The dump trucks will be used for the transporting of the waste and cover soil. The bulldozers will be utilized to spread the waste, compact the waste, spread the cover soil and compact the cover soil.

VIII. Job Classification and Personnel Requirements for the Operator and Spotter

A. Operator

The operator must understand how the site is designed so that he can compact and slope the waste so that it will conform to the final grading plan. The operator must be capable of operating the equipment described in Section VII above. A certified operator must be onsite whenever debris disposal operations are occurring.

B. Spotter

The spotter must be able to record information from the trucks bringing waste to the facility and be able to identify those wastes which are not acceptable. The spotter must be able to operate the equipment necessary to remove any unacceptable materials that may be brought to the facility. A certified spotter must be onsite whenever debris disposal operations are occurring.

IX. Waste Placement and Compaction Procedures

The waste will be placed in a maximum lift thickness of 10 feet. The waste will be compacted by the daily operations of the bulldozer spreading and placing the waste.

Once the area is filled in accordance with the final grading plan, the area will be grassed in compliance with the FDEP approved closure drawings.

X. Temporary Storage of Unauthorized Waste

Roll off containers will be placed at the site and used as a means of temporary storage for unauthorized waste. The operator and/or spotter will take the necessary actions to remove and dispose of any unauthorized waste that is encountered at the facility. The following protocol will be followed for the various types of wastes that may be encountered.

1. Household wastes will be disposed of within 48 hours of receipt at the site. The material will be temporarily stored in the onsite roll off container and be taken to the adjacent Oak Grove Citizens Convenience Center.

2. Hazardous Wastes will be disposed of by a state licensed and certified contractor who specializes in the collections, hauling and disposal of hazardous wastes. A contractor specializing in this type of work will be contacted immediately when hazardous waste is encountered.

XI. Waste Screening Procedures

The operator and spotter will have the primary responsibility to ensure that only acceptable waste is disposed of at the site. They will oversee the unloading of all trucks at the facilities. The operator and spotter will both be trained to recognize land clearing debris waste and those wastes that are unacceptable at the land clearing debris facility. They will have the necessary equipment and roll off containers onsite to temporarily store non-hazardous waste as referenced in Section X above. Any hazardous materials encountered at the facility will be disposed of as referenced in Section X above.

XII. Other Operational Procedures

The external slopes of all disposal units will be no greater than three feet horizontal to one foot vertical rise. The working face and internal slopes of all disposal units will not be greater than three feet horizontal to one foot vertical rise.

The facility will be operated to control objectionable odors in accordance with subsection 62-296.320(2), F.A.C. If objectionable odors are detected off-site, the owner or operator will comply with the requirements of paragraph 62-701.530(3)(b), F.A.C.

The planned active life of the facility is through 2026, and the design height of the facility as shown in the permit drawings is an elevation of 226 ft (above sea level).

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
DIVISION OF SOLID WASTE MANAGEMENT

PLANS PROPOSED FOR

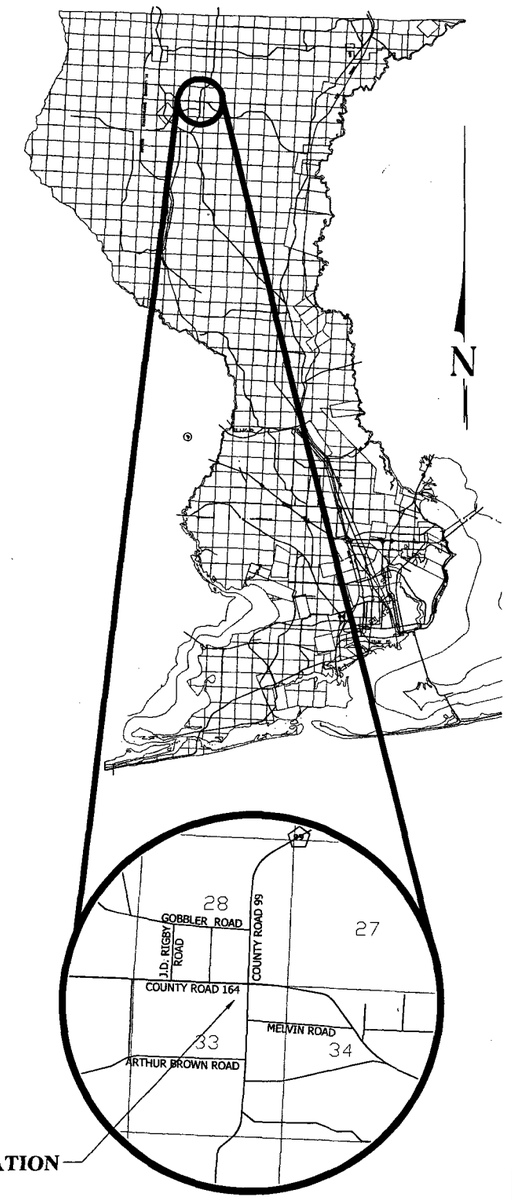
OAK GROVE LAND CLEARING DEBRIS DISPOSAL FACILITY

"FOR PERMITTING PURPOSES ONLY"
MARCH 2011

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	ACTIVE DISPOSAL AREA - EXISTING TOPO
3	ACTIVE DISPOSAL AREA - FINAL GRADING PLAN
4	FINAL GRADING PLAN
5	PROFILE SECTION A - A
6	DETAIL SHEET

SIGMA CONSULTING GROUP, INC.
3298 Summit Boulevard – Suite 32
Pensacola, Florida 32503
Phone: (850) 332-7912
Certificate of Authorization #26889



VICINITY MAP

COMMISSIONERS

DISTRICT ONE	WILSON ROBERTSON, VICE CHAIRMAN
DISTRICT TWO	GENE VALENTINO
DISTRICT THREE	MARIE YOUNG
DISTRICT FOUR	GROVER ROBINSON
DISTRICT FIVE	KEVIN WHITE, CHAIRMAN

Jason L. Lashley 4-7-11

PROJECT MANAGER: Mr. Pat Johnson	
SECTION / TOWNSHIP / RANGE: 33 / T-5-N / R-32-W	DISTRICT: III
PROJECT ENGINEER: Mr. Jason Lashley	REG FLA ENG NO: 57353
SIGNATURE:	DATE:

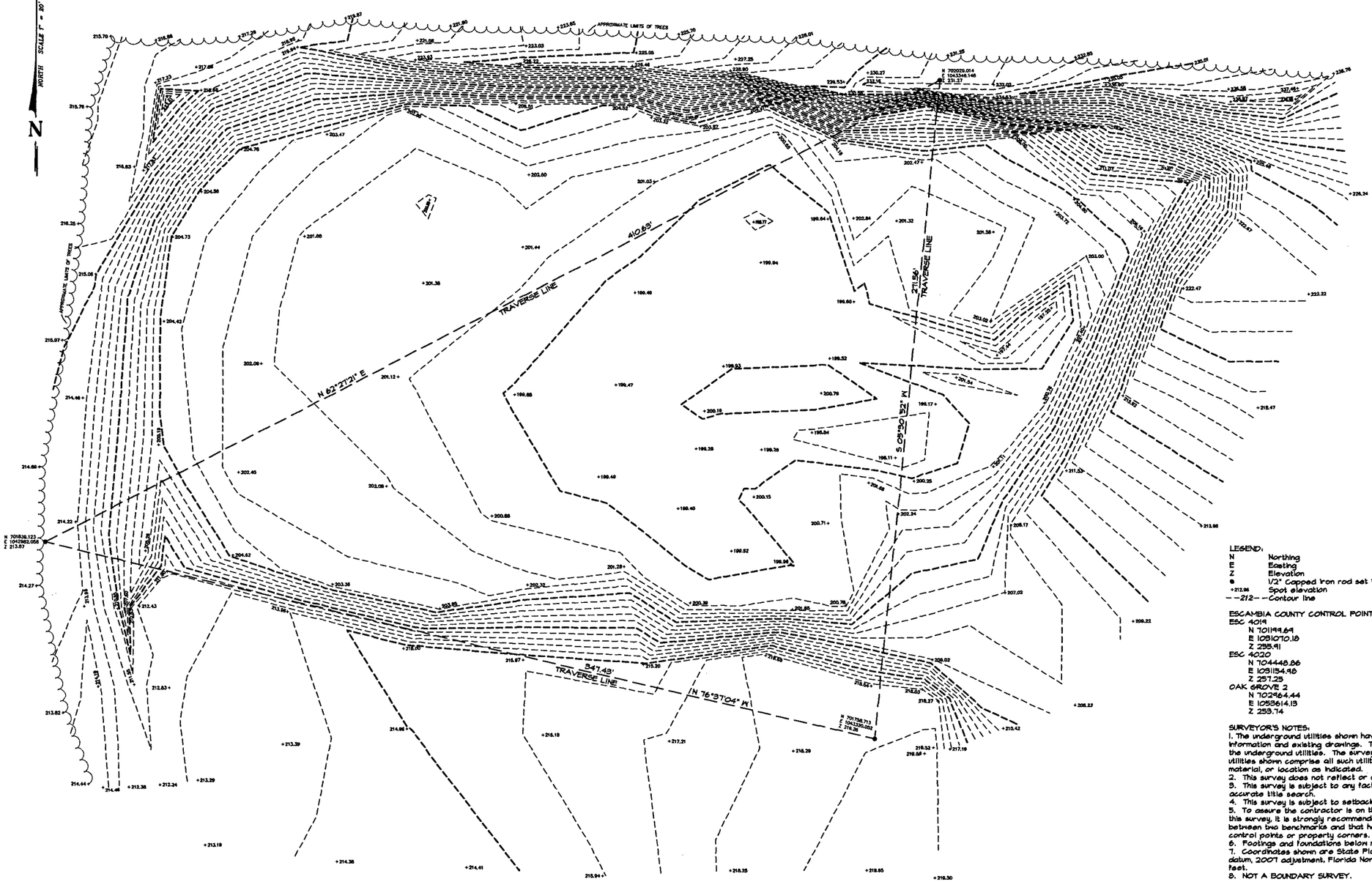
P:\Projects Directory\11000 - 11099 Oak Grove Landfill\11000 Drawings\00_COVER.dwg, Mar 23, 2011 - 2:32:19PM, jmc

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

NORTH SCALE 1" = 20'



LEGEND:

N	Northing
E	Easting
Z	Elevation
●	1/2" Capped Iron rod set "1078
+212.96	Spot elevation
--212--	Contour line

ESCAMBIA COUNTY CONTROL POINTS USED:

ESC 4019
N 701149.69
E 1081070.18
Z 285.91
ESC 4020
N 704448.86
E 1081154.98
Z 257.25
OAK GROVE 2
N 702464.44
E 1053614.13
Z 253.74

SURVEYOR'S NOTES:

1. The underground utilities shown have been located from field survey information and existing drawings. The surveyor has not physically located the underground utilities. The surveyor does not certify that the underground utilities shown comprise all such utilities or that they are the exact size, material, or location as indicated.
2. This survey does not reflect or determine ownership.
3. This survey is subject to any facts that may be disclosed by a full and accurate title search.
4. This survey is subject to setbacks, easements, and restrictions of record.
5. To assure the contractor is on the same vertical and horizontal datum as this survey, it is strongly recommended that vertical checks be made between two benchmarks and that horizontal checks be made between three control points or property corners.
6. Footings and foundations below natural ground not located.
7. Coordinates shown are State Plane Coordinates referenced to N.A.D. 83 datum, 2007 adjustment, Florida North Zone and expressed in U.S. survey feet.
8. NOT A BOUNDARY SURVEY.

UTILITY COMPANIES:

Utility information shown as per field information and information furnished by utility companies involved.
TELEPHONE - AT & T, Inc., 605 West Gurdan Street, Pensacola, Florida 32501; (850) 436-1616.
ELECTRIC - Gulf Power Company, 9220 Pine Forest Road, Pensacola, Florida 32534; (850) 484-5770
SANITARY SEWER/WATER - Emerald Coast Utility Authority, Elkson Industrial Park, Pensacola, Florida; (850) 476-5110
NATURAL GAS - Energy Services of Pensacola, 16 South Palafox Street, Pensacola, Florida; (850) 474-5322

Measurements made in accordance with United States Standards.

Bearing Reference NORTH BASED ON STATE PLANE COORDINATE SYSTEM (GRID NORTH)
Ordered By DEVON KENNEY
Elevation Reference NAVD 88
Encroachments
Sources of Information PUBLIC RECORDS, SURVEY BY ESCAMBIA COUNTY ENGINEERING

A TOPOGRAPHIC SURVEY OF A PORTION OF SECTION 4, T-4-N, R-32-W OAK GROVE LANDFILL

PITTMAN, GLAZE AND ASSOCIATES, INC.
LAND SURVEYORS
700 NORTH NINTH AVENUE
PENSACOLA, FL 32501
Phone (850) 434-8668 Fax (850) 434-8661
Email: pgasurvey@bellsouth.net

I hereby certify that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, 5J-17.051 and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

David D. Glaze
FSM #5605

Walter J. Glaze
FSM #6130

SHEET 1 OF 1

LB No. 1078

NOT VALID UNLESS IMPRINTED WITH EMBOSSED SEAL AND SIGNED BY SURVEYOR

Scale 1" = 20'
File No. C-8466
Job No. 84066-11
Date of Plat 8-18-11
Date of Survey 8-11-11
FB 1463 PG. 16-18
FB PG.
FB PG.
Drawn by PMJ

GRAPHIC SCALE

20 0 10 20 40 60

(IN FEET)
1 inch = 20 ft.

NORTH SCALE 1" = 20'

GENERAL NOTES:

1. OPERATIONAL HOURS FOR RECEIVING MATERIALS ARE LIMITED TO MONDAY THROUGH FRIDAY BETWEEN 7:00 AM AND 5:00 PM. SATURDAY HOURS WILL BE LIMITED TO 7:00 AM UNTIL 3:00 PM. NOTWITHSTANDING THE ABOVE, COVER MAY BE APPLIED AFTER THE OPERATIONAL HOURS BUT IN NO CASE AFTER SUNDOWN. OPERATIONS ARE NOT PERMITTED ON THANKSGIVING, CHRISTMAS, NEW YEAR'S DAY AND JULY 4TH.
2. GATES FOR ACCESS SHALL BE LOCKED DURING NON-OPERATING HOURS.
3. OWNER/OPERATOR SHALL APPLY A MINIMUM OF 6" OF DAILY COVER TO PROVIDE ODOR CONTROL. IF ODOR CONTROL IS NOT PROVIDED BY THE METHODOLOGY THEN OWNER/OPERATOR SHALL PURSUE AN ALTERNATIVE METHOD IN ACCORDANCE WITH FDEP RULE 62-701-803(2)(e).
4. OWNER/OPERATOR SHALL MAINTAIN SIDE SLOPES FOR LIFETIME OF DISPOSAL AREA THAT ARE A MAXIMUM OF 3:1 IN ACCORDANCE WITH FDEP RULE 62-701-803(2)(d).

APPROXIMATE LIMITS OF TREES

N 701839.123
E 1042852.058
Z 213.67

N 702029.014
E 1043346.148
Z 231.27

N 701750.713
E 1043700.053
Z 219.26

410.63' TRAVERSE LINE N 32°24'21" E

271.56' TRAVERSE LINE S 05°30'32" W

347.43' TRAVERSE LINE N 76°37'04" W

25:1

411

FINAL COVER

BAHIA GRASS WITH WINTER RYE - 6"
(OCTOBER THRU FEBRUARY)
BAHIA GRASS WITH MILLET -
(MARCH THRU SEPTEMBER)
TOP SOIL SUITABLE FOR GRASS
DIRT COVER - 18"
WASTE

SOIL LASHLEY
GENE
10 5728
STATE OF
REGISTERED
SURVEYOR

4-7-11

SIGMA CONSULTING GROUP, INC.
3298 SUMMIT BOULEVARD, SUITE 32
PENSACOLA, FLORIDA 32503
PHONE: (850) 332-7912
CERTIFICATE OF AUTHORIZATION #26889

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
DIVISION OF SOLID WASTE MANAGEMENT

OAK GROVE LAND CLEARING DEBRIS DISPOSAL FACILITY

ACTIVE DISPOSAL AREA

NO.	REVISION	DATE

Project Number:	110306
Date:	MARCH 2011
Drawn By:	J.M.C.
Designed By:	J.L.L.
Checked By:	J.L.L.
Sheet:	3 OF 6

PROPERTY BOUNDRY

FENCE

SITE INFORMATION

1. TOTAL SITE ACREAGE≈ 38.02 ACRES
2. DISPOSAL AREA≈ 5.36 ACRES

FINAL BUILDOUT
TOP ELEV.=226.0

STORMWATER POND
TOP ELEV.=210.0
BOTTOM ELEV.=204

PROPOSED 16' WIDE ACCESS ROAD

PROPOSED FENCE

PROPOSED FENCE

PROPOSED FENCE

LEGEND

- TREE LINE
- EXISTING CONTOURS
- PROPOSED CONTOURS
- STORMWATER FLOW ARROWS
- PROPOSED FENCE

2400
ESCAMBIA COUNTY
223 PALAFOX PLACE
PENSACOLA, FLORIDA 32501

N

WHITE SCALE 1" = 80'

J Tosklay 4-7-11

SIGMA CONSULTING GROUP, INC.
3298 SUMMIT BOULEVARD, SUITE 32
PENSACOLA FLORIDA 32503
PHONE: (850) 332-7912
CERTIFICATE OF AUTHORIZATION #28889

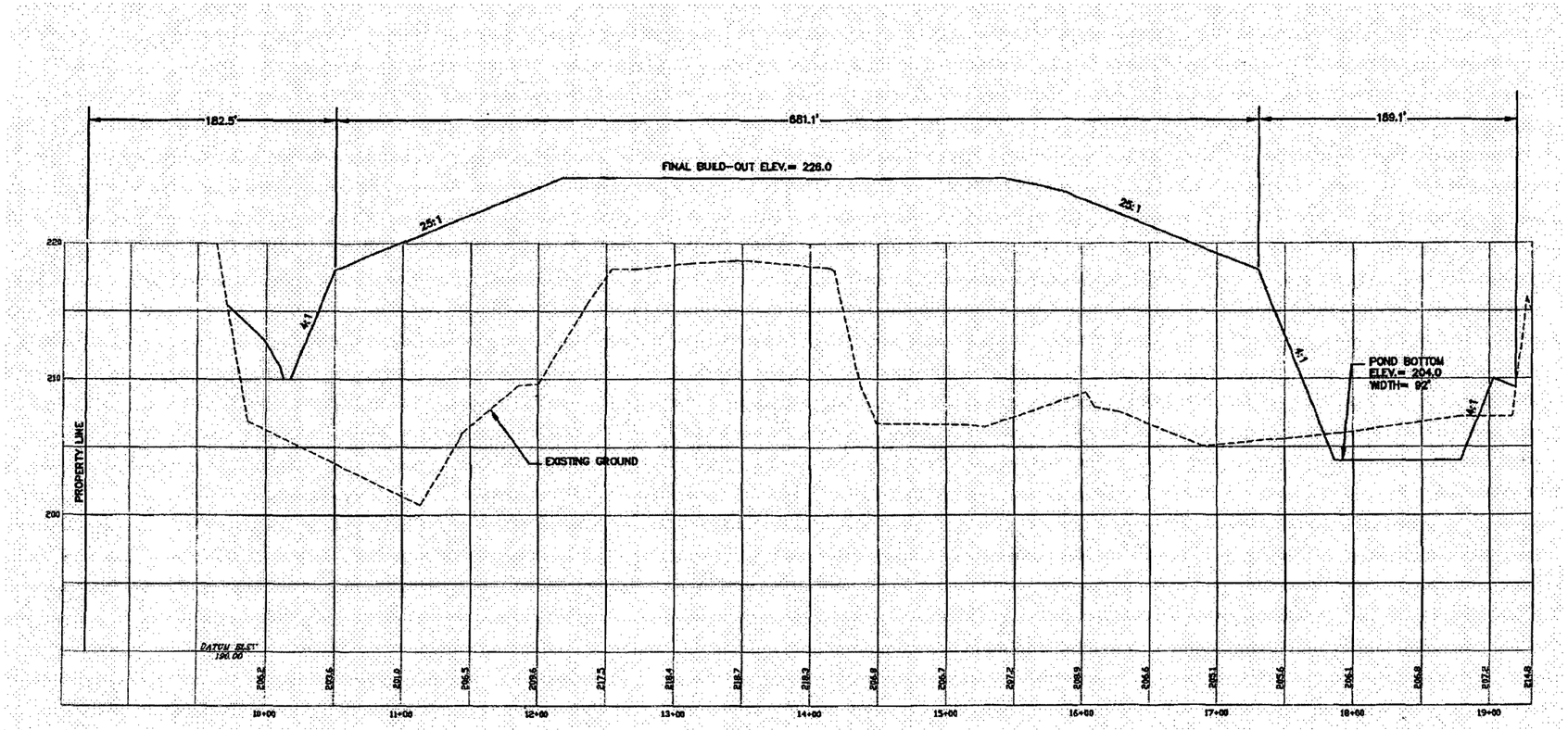
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
DIVISION OF SOLID WASTE MANAGEMENT

OAK GROVE LAND CLEARING DEBRIS DISPOSAL FACILITY

FINAL GRADING PLAN

NO.	REVISION	DATE

Project Number:	110306
Date:	MARCH 2011
Drawn By:	J.M.C.
Designed By:	J.M.C.
Checked By:	J.L.L.
Sheet:	4 OF 6



FINAL BUILD-OUT CROSS-SECTION A-A

SIGMA
CONSULTING GROUP, INC.
3298 SUMMIT BOULEVARD, SUITE 32
PENSACOLA, FLORIDA 32503
PHONE: (850) 332-7312
CERTIFICATE OF AUTHORIZATION #26886

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
DIVISION OF SOLID WASTE MANAGEMENT

OAK GROVE LAND CLEARING
DEBRIS DISPOSAL FACILITY

PROFILE SECTION A - A

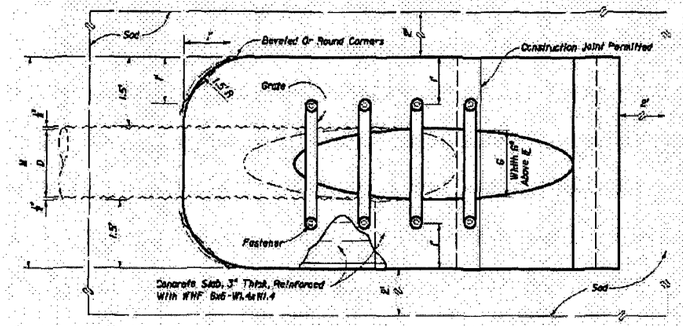
NO.	REVISION	DATE

Project Number:	110306
Date:	MARCH 2011
Drawn By:	J.M.C.
Designed By:	J.L.L.
Checked By:	J.L.L
Sheet:	5 OF 6

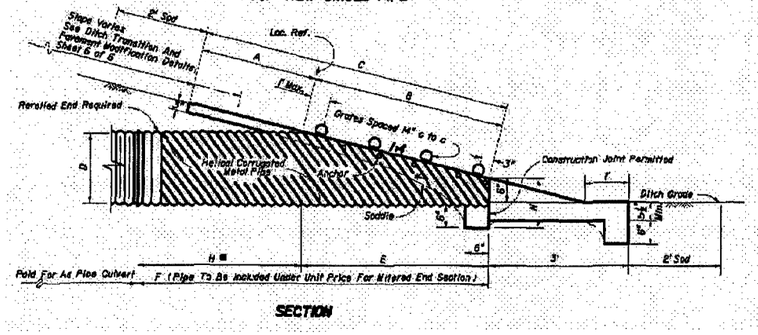


DIMENSIONS & QUANTITIES

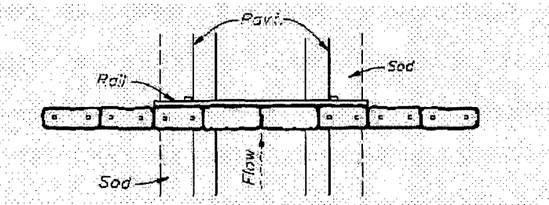
D	L	A	B	C	E	F	G	H =	N Single Pipe	N Double Pipe	N Triple Pipe	N Quad. Pipe	N	GRATE SIZES Standard Weight Pipe	GRATE SIZES Extra Strong Pipe	CONCRETE (Cu. Yds.) Single Pipe	CONCRETE (Cu. Yds.) Double Pipe	CONCRETE (Cu. Yds.) Triple Pipe	CONCRETE (Cu. Yds.) Quad. Pipe	SODDING (Sq. Yds.) Single Pipe	SODDING (Sq. Yds.) Double Pipe	SODDING (Sq. Yds.) Triple Pipe	SODDING (Sq. Yds.) Quad. Pipe
8"	2'-7"	2.5'	0.72'	4.22'	0.7'	4.0'	0.58'	3.3'	3.75'	5.75'	7.75'	9.75'	1.04			0.52	0.90	1.22	1.54	7	8	8	9
10"	2'-2"	2.5'	1.34'	5.84'	1.3"	5.0'	0.81'	3.7'	3.92'	6.08'	8.25'	10.4'	1.04			0.64	0.99	1.34	1.70	7	8	9	10
12"	2'-4"	2.5'	2.06'	4.56'	2.0'	6.0'	1.00'	4.0'	4.08'	6.42'	8.75'	11.08'	1.04			0.68	1.09	1.48	1.88	7	8	10	11
15"	2'-7"	2.5'	3.09'	5.59'	3.0'	7.0'	1.53'	4.0'	4.33'	6.92'	9.50'	12.08'	1.04			0.84	1.00	1.35	1.71	8	9	10	11
18"	2'-10"	2.5'	4.46'	5.58'	4.0'	8.0'	1.4"	4.0'	4.58'	7.42'	10.25'	13.08'	1.04			0.88	1.09	1.49	1.89	9	10	11	12
24"	3'-5"	2.5'	5.89'	5.89'	5.0'	10.0'	1.73'	4.0'	5.08'	8.50'	11.92'	15.33'	1.04			0.93	1.34	1.82	2.34	10	11	13	14
30"	4'-3"	2.5'	6.98'	10.75'	6.0'	12.0'	2.00'	4.0'	5.58'	9.83'	14.08'	18.33'	1.04	24"	3"	0.98	1.63	2.32	2.99	11	13	15	17
36"	5'-1"	2.5'	10.31'	12.91'	10.0'	14.0'	2.24'	4.0'	6.08'	11.17'	16.25'	21.33'	1.04	24"	3"	1.08	1.92	2.77	3.62	12	14	17	19
48"	6'-7"	2.5'	12.39'	14.89'	12.0'	16.0'	2.45'	4.0'	6.58'	12.58'	18.58'	24.58'	1.04	24"	3½"	1.20	2.26	3.34	4.41	13	16	18	21
48"	6'-9"	2.5'	14.43'	16.93'	14.0'	18.0'	2.65'	4.0'	7.08'	13.83'	20.58'	27.33'	1.04	24"	3½"	1.60	3.11	4.62	6.16	14	17	20	23
54"	7'-8"	2.5'	16.49'	18.99'	16.0'	20.0'	2.83'	4.0'	7.58'	15.25'	22.92'	30.58'	1.04	3'	4"	1.76	3.56	5.34	7.14	15	18	22	26
60"	8'-8"	2.5'	18.56'	21.06'	18.0'	22.0'	3.00'	4.0'	8.08'	16.58'	25.08'	33.58'	1.04	3'	4"	1.94	4.03	6.12	8.20	17	20	24	28



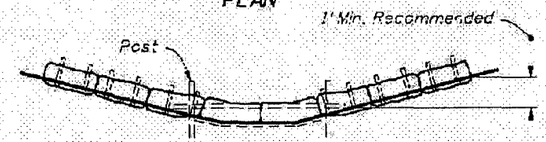
TOP VIEW-SINGLE PIPE



SECTION

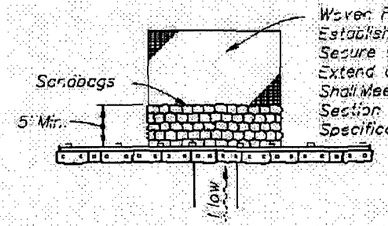


PLAN



ELEVATION

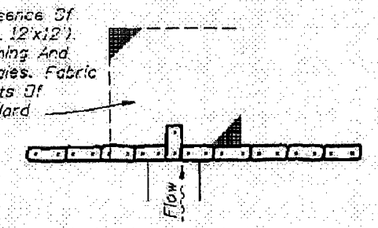
SYNTHETIC BALES OR BALE TYPE BARRIERS FOR PAVED DITCHES



PLAN

Anchor Top Bales To Lower Bales With 2 Stakes Per Bale.

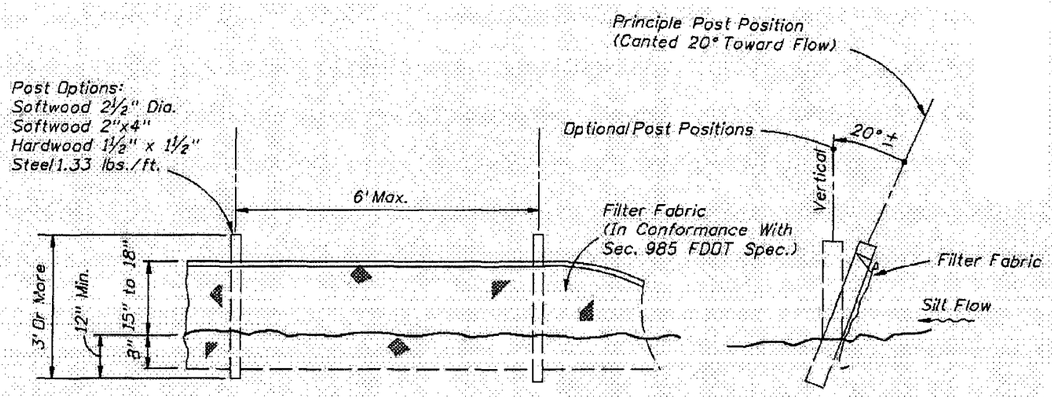
ELEVATION
TYPE II



PLAN

ELEVATION
TYPE I

SYNTHETIC BALES OR BALE TYPE BARRIERS FOR UNPAVED DITCHES



ELEVATION SECTION

TYPE III SILT FENCE

NOTES FOR SYNTHETIC BALES OR BALE TYPE BARRIERS

1. Type I and II Synthetic Barrier should be spaced in accordance with Chart 1, Sheet 1.
2. Bales shall be trenched 3" to 4" and anchored with 2-1" x 2" (or 1" dia.) x 4' wood stakes. Stakes of other material or shape providing equivalent strength may be used if approved by the Engineer. Stakes other than wood shall be removed upon completion of the project.
3. Rails and posts shall be 2" x 4" wood. Other materials providing equivalent strength may be used if approved by the Engineer.
4. Adjacent bales shall be butted firmly together.
5. Where used in conjunction with silt fence, bales shall be placed on the upstream side of the fence.
6. Bales to be paid for under the contract unit price for Synthetic Bales, LF. This unit price shall include the cost of filter fabric for Type I and II Barriers. Sandbags shall be paid for under the unit price for Sandbagging, CY. Rock bags to be paid for under the contract unit price for Rock Bags, EA.

SIGMA
CONSULTING
GROUP, INC.
3798 SUMMIT BOULEVARD, SUITE 32
PENSACOLA, FL 32503
PHONE: (850) 332-7912
CERTIFICATE OF AUTHORIZATION #26889

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
DIVISION OF SOLID WASTE MANAGEMENT

OAK GROVE LAND CLEARING
DEBRIS DISPOSAL FACILITY
DETAILS

NO.	REVISION	DATE

Project Number:	110306
Date:	MARCH 2011
Drawn By:	J.M.C.
Designed By:	J.L.L.
Checked By:	J.L.L.
Sheet:	6 OF 6

4-7-11


NOTICE OF
PUBLIC HEARING
BOARD OF COUNTY COMMISSIONERS
LAND CLEARING DISPOSAL
PERMIT
CASE NO: PRP150200001
DATE 03/03/16 TIME 5:45 PM
LOCATION OF HEARING
221 PALAFOX PLACE
PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9782 **Growth Management Report** **9. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/03/2016
Issue: 5:46 - Public Hearing - Permit Renewal - Mobile Highway Land Clearing Debris Facility
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

5:46 p.m. - Public Hearing for Consideration of the Renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for Mobile Highway Land Clearing Debris Facility

That the Board authorize the renewal of a Permit to Construct and/or Operate a Land Clearing Disposal Management Facility for the Mobile Highway Land Clearing Debris Facility, located at 6775 Mobile Highway, Pensacola, Florida, owned by Escambia County, as required by Escambia County Code of Ordinances, Chapter 82, Article V, Landfills and Other Disposal Facilities, enacted August 13, 2015.

[Funding: Fund 401, Solid Waste Fund, Account Number 343402]

BACKGROUND:

This facility is owned by Escambia County and operated by Public Works, Roads and Bridges Division. The existing borrow pit will be filled with vegetative debris until it matches the existing grades surrounding the pit. The northwest portion of the pit will be filled with debris and the southwest portion will be graded to provide stormwater retention for the facility. Once the site is filled to final grade, it will then be utilized as a staging area for hurricane debris cleanup operations.

The Escambia County Code of Ordinances Chapter 82, stipulates: "All property subject to Chapter 82, Article V of the Code of Ordinances must be brought into compliance by meeting the standards required by Chapter 82, Article V and by obtaining a permit from the County at a public hearing to be set before the Board of County Commissioners ..."

BUDGETARY IMPACT:

Funding is available in Fund 401, Solid Waste, Account Number 343402.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the Permit for form and legal sufficiency by legal sign-off.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Board of County Commissioners Mission Statement: "To provide efficient, responsive services that enhance our quality of life, meet the common needs, and promote a safe and healthy community.

Ordinance 2015-31 requires a permit to construct, operate, modify or close a construction and demolition debris or land clearing disposal management facility.

IMPLEMENTATION/COORDINATION:

Following approval of this recommendation, a Permit shall be issued and distributed accordingly.

Attachments

Mobile Highway LCD Permit
Mobile Highway Permit Application
Mobile Highway Operations Plan
Mobile Highway Permit Drawings
Public Hearing Sign

Development Services Department

3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3097

Horace Jones, Department Director

Permit to Construct and/or Operate a Land Clearing Disposal Management Facility

Permittee:	**Escambia County Waste Services**
Facility Name:	**Mobile Highway Land Clearing Debris Facility**
Facility Type:	**Land Clearing Debris Facility**
File Number:	**2009-04-003LCD**
Original Date of Issue:	**May 21, 2009**
Renewal Date:	**March 3, 2016**
Expiration Date:	**March 2, 2021**
Development Review #:	**PSP090200014**
Date:	**March 25, 2009**
Total Acreage of Facility:	**11 Acres**
Total Area Licensed for Disposal:	**7 Acres**

This permit is issued under the provision of Chapter 82, Article V. Division 3, Sections 82-224 through 82-240 of the Escambia County Code of Ordinances. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

To operate a Land Clearing Debris Disposal Facility located at 6775 Mobile Highway, Pensacola, FL in Escambia County, Florida. Total area of facility is 33.29 acres, including 25 acres of closed disposal area and an active licensed disposal area of 11 acres available for use as a reclamation activity. Operation of the facility shall be in accordance with the permit renewal application received and the general and specific conditions required in this permit.

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Article V, Division 3, Sections 82-224 through 82-240, Escambia County Code of Ordinances. Permittees are placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statutes, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

   a. A description of and cause of noncompliance, and
   b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department , may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

Horace Jones, Department Director
Development Services
3363 West Park Place
Pensacola, Fl 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Pat Johnson, Department Director
Waste Services
13009 Beulah Road
Cantonment, FL 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Conditions – LCD Facilities

1. **Facility Setback.**
Operational footprint setback shall be a minimum of 100 feet from the property boundary limit. However, this setback shall be a minimum of 300 feet from any property boundary that abuts any existing residential use or residential zoning category. In order to accomplish this setback, clean fill may be used to fill from existing excavation limits. Section 82.226. (4)(b).

2. **Aerial and Vertical Height.**
Aerial and vertical height shall be limited to the average grade before commencement of operations with allowance for closure and capping to promote positive drainage and prevent ponding and stormwater intrusion into the debris pile. Section 82.226. (4)(c).

3. **Fencing and Access Control.**
Fencing is required on all sides of the facility a minimum of six feet in height with county-approved materials to eliminate visibility of a facility and to limit access. This provision applies to any boundary which fronts a public road or a residential structure. Areas which front undeveloped, uncleared properties may use an appoved three-strand barbed wire fence. Vegetative buffering may be substituted for nontransparent fencing as long as visibility is eliminated. Section 82.226. (4)(i).

4. **Cover Material and Application**
All working faces and or internal slopes must be no steeper than 3:1, compacted and covered with soil at a minimum of at least six (6) inches and at a minimum of one (1) time for every seven (7) days to deprive debris of oxygen, minimize the risk of fire and prevent emission of offensive odors to all active working faces. Depth of lift shall be no greater than ten (10) feet of vertical height. Intermediate cover shall be installed within thirty (30) days after active area is no longer receiving waste. Section 82.227. (6)(b).

5. **Operational Hours**
Operational hours shall be as established by the Escambia County Land Development Code. Section 82.227.(6)(d).

6. **Volume Reduction**
Volume reduction including incinerating, pulverizing, compacting, shredding, baling or similar activities shall only be allowed if specifically authorized by the County during the permitting process. Section 82.227. (6)(c).

7. **Nuisance**
No person shall cause, suffer, allow or permit the discharge into the air of dust, fumes, gas, mist, odor, smoke or vapor, or any combination thereof, so as to constitute a nuisance as defined in county ordinance 2006-24. Section 82.227. (6)(a).

8. **Litter, Sediment and Traffic Control; Road Maintenance.**
The Permittee shall be responsible for maintaining the full length of road frontage and additional length of adjacent roadway as listed below, free from all liter and sediment generated as a result of transporting material into or out of the facility and all additional requirements as specified in Section 82.234.

6775 Mobile Highway, Pensacola, FL, 0.5 miles either side of facility entrance.

9. Required Reports

Permittee shall submit semi-annual affidavits that indicate the tonnage received, average number of disposal vehicles entering the facility per month and the available capacity at the facility. Section 82.227. (6)(m).

10. Permit Renewals

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

The permanent Department Identification for this facility is **2009-04-003LCD**. Please cite this number on all reports and correspondence concerning this facility.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

BCC Approved: _____

BOCC Authorization Date: _____

Permit Issue Date: _____ Permit Expiration Date: _____

Issuing Officer: **Horace Jones**
Department Director, Development Services

_____ Date: _____
Signature

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Feb 24, 2016



ESCAMBIA COUNTY

DEVELOPMENT SERVICES DIVISION

APPLICATION FOR A PERMIT TO CONSTRUCT, OPERATE, MODIFY OR CLOSE A CONSTRUCTION AND DEMOLITION DEBRIS OR LAND CLEARING DISPOSAL MANAGEMENT FACILITY

February 4, 2016

Escambia County
Development Services Division
APPLICATION FOR A PERMIT TO CONSTRUCT, OPERATE, MODIFY OR CLOSE A C&DD/ LCD WASTE MANAGEMENT FACILITY

A. GENERAL INFORMATION

1. Type of facility (check all that apply):

[ ] Construction and Demolition Debris (C&DD)
[ ] Transfer
[X] Land Clearing Debris (LCD)

2. Type of application:

[X] Construction/Operation
[ ] Operation without Additional Construction
[ ] Long-term Care

3. Classification of application:

[ ] New [ ] Modification
[ ] Renewal [X] Renewal of Permit Tolled on 8/21/14

4. Facility name: Mobile Highway Land Clearing Debris Facility

5. Facility location (main entrance): 6775 Mobile Highway

Pensacola, Florida 32526

6. Location coordinates:

Section: 25 Township: 1S Range: 31W
Latitude: 30° 28 ' 56 " Longitude: 18 °18 ' 57 "

8. Applicant name (operating authority): Escambia County Waste Services

Mailing address: 13009 Beulah Rd., Cantonment, FL 32533
Street or P.O. Box City County Zip
Contact person: Brent Schneider Telephone: (850) 937-2160

Title: Manager, EEQ Division Email: bdschneider@myescambia.com

9. Authorized agent/consultant: SAME AS ABOVE

Mailing address: _____
Street or P.O. Box City County Zip
Contact person: _____ Telephone: (___) _____

Title:_____ Email: _____

10. Landowner (if different than applicant): Escambia County BCC

Mailing address: 221 Palafox Place, Suite 420, Pensacola, FL 32502
Street or P. O. Box City County Zip
Contact person: Wesley Moreno Telephone: (850) 937-2122

Email: wjmoreno@myescambia.com

11. Date site will be ready to be inspected for completion: Buildout- 2023

12. Expected life of the facility: 7 years

13. Estimated costs:

Total Construction: $ N/A Closing Costs: $ $500,000

14. Anticipated construction starting and completion dates:

From: N/A To: N/A

15. Expected volume or weight of waste to be received: 30 yds^3/day.

B. DISPOSAL FACILITY GENERAL INFORMATION

1. Provide brief description of disposal facility design and operations planned under this application:

The facility will function as an LCD facility. The existing borrow pit will be filled with vegetative debris until it matches the existing grades surrounding the pit. The northwest portion of the pit will be filled with debris and the southeast portion will be graded to provide stormwater retention for the facility. Once the site is filled to final grade it will then be utilized as a staging area for hurricane debris cleanup operations.

2. Facility site supervisor: Wesley Moreno

Title: Director, Public Works Telephone: (850) 937-2120

Email: wjmoreno@myescambia.com

3. Disposal area: Total 7 acres; Used 4 acres; Available 3 acres

4. Security to prevent unauthorized use: [X] Yes [ ] No

5. Charge for waste received: N/A $/$yds^3$ _____ $/ton

6. Surrounding land use, zoning:

[X] Residential [ ] Industrial
[ ] Agricultural [ ] None

[X] Commercial [ ] Other Describe:

7. Types of waste received:

   [ ] C & D debris [X] Land Clearing Debris

8. Attendant: [ ] Yes [X] No Trained operator: [X] Yes [ ] No

9. Spotters: [X] Yes [ ] No Number of spotters used: 1

10. Site located in: [ ] Floodplain [ ] Wetlands [ ] Other N/A

11. Property recorded as a Disposal Site in County Land Records: [X] Yes [ ] No

12. Days of operation: Monday thru Saturday

13. Hours of operation: 7a-5p; Sat until 3p

14. Days Working Face covered: Bi-weekly

15. Elevation of water table: 65 Ft. (NGVD 1929)

16. Storm Water:

    Collected: [X] Yes [ ] No

    Type of treatment: Retention/ No Discharge

    Name and Class of receiving water: N/A

17. Required submittals for issuance of permit.

    C&DD Facility:

    [ ] Odor and Gas Monitoring System Plan (Section 82-227(1)(a))

    [ ] Stormwater Management System Plan (Section 82-227(1)(b))

    [ ] Groundwater Monitoring Plan (Section 82-227(1)(c))

    [ ] Operational Plan (Section 82-227(2)(a) & Section 82-228(2)(d))
    - Facility description
    - Procedures for handling unauthorized wastes
    - Contingency plan
    - Procedures for maintaining operational records
    - Procedures for preventing pollution
    - List of reserve equipment and maintenance structure

    [ ] Boundary Survey (Section 82-227(2)(k))

    [ ] Financial Surety (Section 82-227(2)(l))

[ ] Disposal Fill Sequence Plan (Section 82-227(2)(q))

[ ] Training Certifications (Section 82-227(2)(s))

[ ] Site Plan (82-228(2)(c))

[ ] Design Drawings (Section 82-228(2)(e)

[ ] Proof of Insurance (Section 82-233)

Transfer Facility:

[ ] Operational Plan (Section 82-228(2)(d))
- Facility description
- Procedures for handling unauthorized wastes
- Contingency plan
- Procedures for maintaining operational records
- Procedures for preventing pollution
- List of reserve equipment

[ ] Financial Surety (Section 82-227(4)(b))

[ ] Training Certifications (Section 82-227(4)(d))

[ ] Site Plan (82-228(2)(c))

[ ] Design Drawings (Section 82-228(2)(e)

[ ] Proof of Insurance (Section 82-233)

LCD Facility:

[X] Stormwater Management System Plan (Section 82-227(5)(a))

[X] Operational Plan (Section 82-228(2)(d))
- Facility description
- Procedures for handling unauthorized wastes
- Contingency plan
- Procedures for maintaining operational records
- Procedures for preventing pollution
- Description of reserve equipment and maintenance structure

[X] Boundary Survey (Section 82-227(6)(f)) *[Provided during initial DO process]*

[X] Financial Surety (Section 82-227(6)(g))

[X] Training Certifications (Section 82-227(6)(i))

[X] Site Plan (82-228(2)(c))

[X] Design Drawings (Section 82-228(2)(e)

[X] Proof of Insurance (Section 82-233)

18. Development Review Committee process completed.

[ ] NO [X] Yes, Date: 03/25/2009

Project Number: PSP0902000054

19. Development Order issued.

[ ] NO [X] Yes, Date: 03/25/2009

C. CERTIFICATION BY APPLICANT AND ENGINEER OR PUBLIC OFFICER

1. Applicant:
The undersigned applicant or authorized representative of Mobile Highway Land Clearing Debris Facility is aware that statements made in this form and attached information are an application for a Land Clearing Debris Permit from the Department of Developmental Services and certifies that the information in this application is true, correct and complete to the best of his/her knowledge and belief. Further, the undersigned agrees to comply with the provisions of County Ordinance 2015-31 and all rules and regulations of the Department. It is understood that the Permit is not transferable, and the Department will be notified prior to the sale or legal transfer of the permitted facility.

Brent Schneider
Signature of Applicant or Agent

13009 Beulah Road
Mailing Address

Brent Schneider, EEQ Manager
Name and Title (please type)

Cantonment, FL 32533
City, State, Zip Code

bdschneider@myescambia.com
E-mail address (if available)

(850) 937-2160
Telephone Number

Attach letter of authorization if agent is not a governmental official, owner, or corporate officer.

2. Professional Engineer registered in Florida (or Public Officer if authorized under Sections 403.707 and 403.7075, Florida Statutes):

This is to certify that the engineering features of this C & DD/ LCD waste management facility have been designed/examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, this facility, when properly maintained and operated, will comply with all applicable statutes of the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a set of instructions of proper maintenance and operation of the facility.

Brent Schneider
Signature

13009 Beulah Road
Mailing Address

Brent Schneider, PE, EEQ Manager
Name and Title (please type)

Cantonment, FL, 32533
City, State, Zip Code

bdschneider@myescambia.com
Email Address (if applicable)

BRENT D. SCHNEIDER LICENSE No. 70706 STATE OF FLORIDA PROFESSIONAL ENGINEER

Florida Registration Number
(Please affix seal)

(850) 937-2160
Telephone Number

2.4.16
Date

Mobile Highway
Land Clearing Debris Facility
Operations Plan

For

Escambia County Division of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

November 2014

TABLE OF CONTENTS

I.	**Site Operating Authority**	**Page 3**
II.	**Access Control Features**	**Page 3**
III.	**Facility Operations**	**Page 3**
IV.	**Record Keeping Procedures**	**Page 5**
V.	**List of Waste Types**	**Page 5**
VI.	**Emergency Plans**	**Page 5**
VII.	**Equipment Description**	**Page 7**
VIII.	**Job Classification and Personnel Requirements for Operator and Spotter**	**Page 7**
IX.	**Waste Placement and Compaction Procedures**	**Page 7**
X.	**Temporary Storage of Unauthorized Waste**	**Page 8**
XI.	**Waste Screening Procedures**	**Page 8**
XII.	**Other Operational Procedures**	**Page 8**

I. Site Operating Authority

Mobile Highway Land Clearing Debris Facility will be operated by the

Escambia County Road Department
601 Highway 297a
Cantonment, Florida 32533

The facility will be utilized by the Escambia County Road Department and it will not be open for public use.

II. Access Control Features

The facility is located at 6816 Mobile Highway on the west side of the road. The facility has two entrances that tie directly into Mobile Highway. The entrances have gates that are locked when the facility is not in operation.

III. Facility Operations

A. Overall Operation

The facility will operate as a land clearing debris facility that will only be utilized by the Escambia County Road Department. The facility also includes a sweeper spoil screening operation. This operation is essential to the recycling of top soils and sweeper spoils for reuse on other County projects. The material retained in the screener is disposed of with the land clearing debris.

B. Source of Waste

The site will receive land clearing debris generated by the daily operations of the Escambia County Road Department. The debris will be transported and disposed of at the site by Escambia County personnel and equipment.

C. Schedule of Operation

The site will be utilized by Escambia County personnel from 6:00 am to 5:00 pm Monday through Friday. Escambia County will have trained personnel on site when the facility is being operated.

D. Site Security

Fencing and tree line secures the site adjacent to Mobile Highway. The other three (3) sides of the facility are secured with intermittent fencing and a vegetative tree line as well. There are two (2) gated entrances that tie into Mobile Highway that will be closed and locked when the facility is not in operation.

E. Operator Responsibilities

1. To operate the equipment needed to place, compact and cover the site as it reaches grade, as shown in the site plans.

2. To be responsible for observing and sorting out any unauthorized waste at the site as it reaches grade, as shown in the site plans.

3. To place the unauthorized waste into the container designated for that purpose. The container will then be taken to Perdido Landfill for appropriate disposal.

F. Spotter Responsibilities

1. To oversee the dumping of each and every load to ensure that all waste delivered to the site is in compliance with the regulations. The spotter will remove any unauthorized waste that comes into the site and place it in the designated container for proper disposal.

2. To observe the activities at the operating face of the site and control the traffic flow, unloading of waste and the general operation to prevent accidents and ensure the safety of all.

3. To receive 8 hours of initial training prior to working at the site, and undergo 4 hours of additional training during the next 3 years and every 3 years thereafter. The training shall be completed in accordance with FAC 62-701.320(15). The operator training can administered by a state approved provider or an in-house training program. The in-house training program will need to be approved by FDEP in accordance with Section 403.716 F.S.

G. Closure

The site will be closed in accordance with the design drawings when the existing borrow pit area is filled to meet the final design grades. The operator will shape and compact the waste in accordance with the approved site plan. The design grades will be field verified by utilizing Escambia County's surveying department. The survey department will provide grade stakes to give the equipment operators enough information to meet the proposed final design grades. The final cap on the landfill will consist of 24 inches of soil. The top six (6) inches of soil will be suitable to support the growth of vegetation. The final cap for the facility will progress in accordance with the fill sequence. Any portion of the site that reaches final design grade will be capped in accordance with the details on the grading plan. The final seeding of these areas will be completed when all vehicular traffic in these areas is eliminated. It is understood that interim grassing may be necessary in these areas to minimize erosion prior

to the final seeding operations. The closure will be completed in accordance with the requirements of 62-701.803 (10).

IV. Record-keeping procedures

The following records will be maintained at the Escambia County Road Department office that is located at this facility. The records are listed below:

1. The FDEP Land Clearing Debris Permit Application and Design drawings
2. Letter of Approval from FDEP
3. Personnel Training Records

V. List of Waste Types

A. Authorized Waste

"Land Clearing Debris" means rocks, soils, tree remains, and other vegetative matter which normally results from land clearing or land development operations for a construction project. Land clearing debris does not include vegetative matter from lawn maintenance, commercial or residential landscape maintenance, right-of-way or easement maintenance, farming operations, nursery operations, or any other sources not directly related to a construction project.

B. Unauthorized Waste

Unauthorized waste will consist of any items that do not fall into the formal definition of "land clearing debris" as it is listed above. Any unauthorized waste will be identified and disposed of in accordance with FDEP requirements.

VI. Emergency Plans

A. Fire

Land Clearing Debris Facility fires can originate by spontaneous combustion or by receiving a hot load of waste. The LCD materials that will be delivered to this site are not likely to be a hot load since the waste will only be received from county staff. However, if a fire were to break out the following protocol would be followed:

1. The operator will immediately notify the following entities:
    a. FDEP at (850) 595-8300 or the 24 hour emergency number of 1-800-320-0519.
    b. Escambia County Road Department Supervisor: (850) 937-2120
    c. Escambia County Division of Solid Waste Management Director : (850) 937-2160

2. The operator will begin to place cover material around the area that is demonstrating signs of combustion. The intent is to establish a perimeter around the affected area and then start placing soil within that perimeter area moving from the outside to the inside until the entire area is covered with the soil barrier.

3. The area in question will be monitored for a period of two (2) days to ensure that additional fires do not develop in this area. If the area demonstrates combustion again then the above procedure will be followed until the fire has subsided.

B. Accidents or Medical Emergency

The operator or spotter at the facility must call and report any accidents that occur at the facility. The operator or spotter will follow the following protocol in the event of an accident or medical emergency.

1. The operator or spotter will assess the situation and determine if the accident or medical emergency requires immediate attention. First aid will be administered at this time if the situation involves a serious injury or life-threatening situation.

2. The operator or spotter will then call 911 to request Emergency Medical Services (EMS).

3. The operator or spotter will then notify their supervisor at the Escambia County Road Department at (850) 937-2120.

C. Hazardous Waste

Many households and businesses use hazardous materials in their day to day activities. Many of these activities produce wastes that can injure or even threaten living things. These wastes are called hazardous wastes. Hazardous waste must be handled in special ways to prevent threats to human health and the environment. Paint products, solvents, some batteries, household cleaners and pesticides are typical examples. If any of these materials are encountered in a load of waste, then the following protocol will be followed:

1. The operator or spotter will notify the FDEP Hazardous Waste Section at 1-800-320-0519
2. The operator or spotter will then contact their supervisor in the Escambia County Road Department office. The supervisor will then visit the site to access the situation. The disposal operations will then be moved to another portion of the facility to allow facility operations to continue without impacting the area containing the hazardous waste. If the hazardous waste is

commonly known to the site supervisor and a plan of action is available then he may execute that plan. However, if the hazardous waste is unknown, then no one will go near the area until it is identified and a safe clean-up plan is developed. The clean-up process may require the need to contract a business that specializes in the removal and handling of hazardous waste materials.

VII. Equipment Description

Bulldozers, front-end loaders, excavators and dump trucks will be utilized to place the land clearing debris at the facility. The front-end loader and excavator will be used for placing waste, excavation, spreading of waste, placing cover soil and spreading cover soil. The dump trucks will be used for the transporting of the waste and cover soil. The bulldozers will be utilized to spread the waste, compact the waste, spread the cover soil and compact the cover soil. A front-end loader is used to load a trommel screen with sweeper spoils. The front-end loader also loads the fine, screened material on dump trucks for use on other County projects.

VIII. Job Classification and Personnel Requirements for the Operator and Spotter

A. Operator

The operator must understand how the site is designed so that he can compact and slope the waste so that it will conform to the final grading plan. The operator must be capable of operating the equipment described in Section VII above. A certified operator must be onsite whenever debris disposal operations are occurring.

B. Spotter

The spotter must be able to record information from the trucks bringing waste to the facility and be able to identify those wastes which are not acceptable. The spotter must be able to operate the equipment necessary to remove any unacceptable materials that may be brought to the facility. A certified spotter must be onsite whenever debris disposal operations are occurring.

IX. Waste Placement and Compaction Procedures

Waste disposal will begin in the northwest section of the LCD disposal area. Filling will progress south until the edge of the proposed storm water pond is reached. Disposal will then progress to the west until the previously excavated borrow pit slope is reached. The waste will be placed in a maximum lift thickness of 10 feet. The waste will be compacted by the daily operations of the bulldozer spreading and placing the waste.

Once the area is filled in accordance with the final grading plan, the area will be grassed in compliance with the FDEP approved closure drawings.

X. Temporary Storage of Unauthorized Waste

Roll off containers will be placed at the site and used as a means of temporary storage for unauthorized waste. The operator and/or spotter will take the necessary actions to remove and dispose of any unauthorized waste that is encountered at the facility. The following protocol will be followed for the various types of wastes that may be encountered.

1. Household wastes will be disposed of within 48 hours of receipt at the site. The material will be temporarily stored in the onsite roll off container and transported to Perdido Landfill for proper disposal.

2. Hazardous Wastes will be disposed of by a state licensed and certified contractor who specializes in the collections, hauling and disposal of hazardous wastes. A contractor specializing in this type of work will be contacted immediately when hazardous waste is encountered.

XI. Waste Screening Procedures

The operator and spotter will have the primary responsibility to ensure that only acceptable waste is disposed of at the site. They will oversee the unloading of all trucks at the facilities. The operator and spotter will both be trained to recognize land clearing debris waste and those wastes that are unacceptable at the land clearing debris facility. They will have the necessary equipment and roll off containers onsite to temporarily store non-hazardous waste as referenced in Section X above. Any hazardous materials encountered at the facility will be disposed of as referenced in Section X above.

XII. Other Operational Procedures

The external slopes of all disposal units will be no greater than three feet horizontal to one foot vertical rise. The working face and internal slopes of all disposal units will not be greater than three feet horizontal to one foot vertical rise.

The facility will be operated to control objectionable odors in accordance with subsection 62-296.320(2), F.A.C. If objectionable odors are detected off-site, the owner or operator will comply with the requirements of paragraph 62-701.530(3)(b), F.A.C.

The planned active life of the facility is through 2030, and the design height of the facility as shown in the permit drawings is an elevation of 100 ft (above sea level).

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
ENGINEERING DEPARTMENT

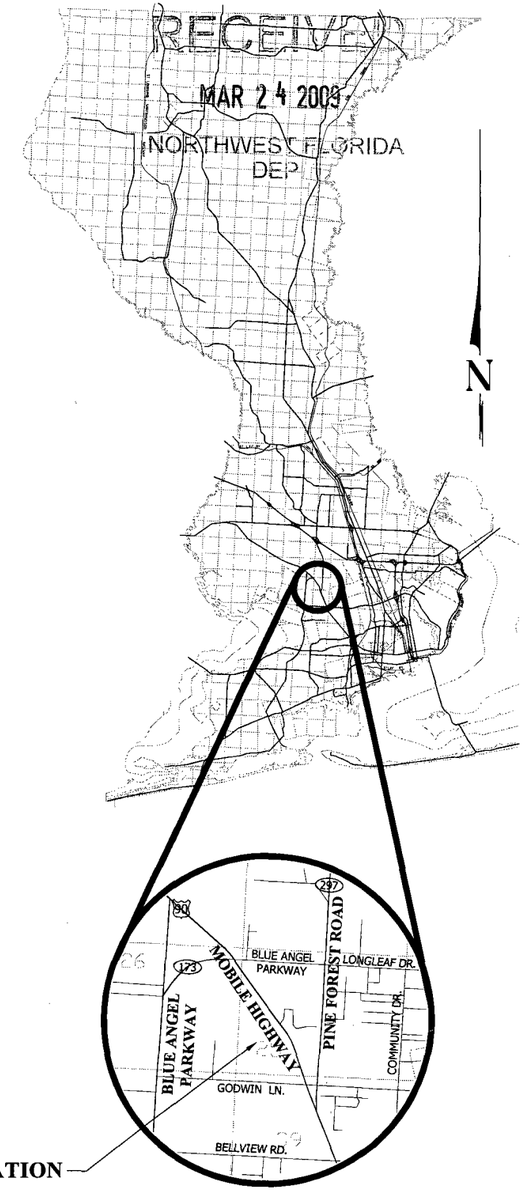
RECEIVED
MAR 24 2009
NORTHWEST FLORIDA
DEP

PLANS PROPOSED FOR

MOBILE HIGHWAY
LAND CLEARING DEBRIS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	EXISTING CONDITIONS
3	GRADING PLAN - BASE GRADES
4	GRADING PLAN - FINAL GRADES
5	FINAL GRADING - SECTION A-A
6	EROSION CONTROL PLAN
7	EROSION CONTROL DETAILS
8	POTABLE WATER LOCATIONS



VICINITY MAP

SIGMA
CONSULTING
GROUP, INC.
3689 Avalon Boulevard
Milton, Florida 32583
Phone: (850) 983-3875
Certificate of Authorization #26889

FOR PERMITTING PURPOSES ONLY
MARCH 2009

FLOOD ZONE:

THE PROPERTY DESCRIBED HEREON IS LOCATED IN FLOOD HAZARD AREA "X" ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR ESCAMBIA COUNTY, FLORIDA, COMMUNITY PANEL NUMBERS 12033C0355G AND 12033C0360G, DATED SEPTEMBER 29, 2006, AS ISSUED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

FLOOD ZONE "X" - AREAS OUTSIDE THE 1-PERCENT ANNUAL CHANCE FLOODPLAIN, AREAS OF 1% ANNUAL CHANCE SHEET FLOW FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN 1 FOOT OR AREAS OF 1% ANNUAL CHANCE STREAM FLOODING WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN 1 SQUARE MILE, OR AREAS PROTECTED FROM THE 1% ANNUAL CHANCE FLOOD BY LEVEES. NO BASE FLOOD ELEVATIONS OR DEPTHS ARE SHOWN WITHIN THIS ZONE. INSURANCE PURCHASE IS NOT REQUIRED IN THESE ZONES.

COMMISSIONERS

DISTRICT ONE	WILSON ROBERTSON
DISTRICT TWO	GENE VALENTINO, CHAIRMAN
DISTRICT THREE	MARIE YOUNG, VICE CHAIRMAN
DISTRICT FOUR	GROVER ROBINSON
DISTRICT FIVE	KEVIN WHITE

Jason L. Lashley
3-23-09

PROJECT MANAGER: Mr. Ron Hixson	
SECTION / TOWNSHIP / RANGE: 25 / T-1-S / R-31-W	DISTRICT: III
PROJECT ENGINEER: Mr. Jason Lashley	REG FLA ENG NO: 57353
SIGNATURE:	DATE:

LOGAN PLACE

MOBILE HIGHWAY
STATE ROAD NO. 10-A

WASATCH RANGE LOOP

BRIDGET LANE

BRIDGET LANE
(200' RIGHT-OF-WAY)

2306
2310-40-2
2309
2305
2304-4
1200-8
4102
4105
3306
3301-1-1
3101-6-1
3101-1-1
3200
3101
3101-3-1
3101-4-1
3101-5-1
3101-7
3101-8
3101-6
3104-1
3104

EXISTING ENTRANCE WITH
LOCKED GATE (DIRT DRIVEWAY)

S 88° 29' 46" E 547.79'

EXISTING SIGN
(TRUCK ENTRANCE)

S 37° 53' 15" E 408.87'

63 LF OF 18" CMP WITH
(2) MITERED END SECTIONS

TREE LINE (TYP.)

STRAIGHT CONCRETE
ENDWALL SECTION
INVERT EL. 92.41'
MITERED END SECTION
INVERT EL. 92.81'
EXISTING 24" CPP
MITERED END SECTION
INVERT EL. 92.55'
EXISTING RIP-RAP

STRAIGHT CONCRETE
ENDWALL SECTION
INVERT EL. 92.57'

EXISTING 36" CPP
EXISTING LOCKED GATE
EXISTING 6' CHAIN
LINK FENCE

EXISTING UTILITY POLE
WITH METER
EXISTING BACK FLOW PREVENTER
EXISTING WATER METER
EXISTING POWER POLE
48 LF OF 18" CMP WITH
(2) MITERED END SECTIONS
EXISTING ENTRANCE WITH
LOCKABLE GATE

R = 5597.65'
Δ = 09° 13' 49"
L = 901.77'

EXISTING
BORROW
PIT
LIMITS

CLOSED
WASTE
DISPOSAL
AREA

EXISTING 6' CHAIN
LINK FENCE

EXISTING BUILDING

EXISTING 30x10
STORAGE BUILDING

EXISTING 29x18
CONCRETE PAD

EXISTING LOCKABLE GATE

EXISTING
STORMWATER
POND

N 01° 53' 53" E 1327.57'

S 01° 50' 05" W 271.52'

N 88° 30' 15" W 1328.59'

200 0 200 600

Scale 1" = 200'

RECEIVED
MAR 24 2009
NORTHWEST FLORIDA
DEP

3-23-09

SIGMA CONSULTING GROUP, INC.
3689 AVALON BOULEVARD
MILTON, FLORIDA 32583
PHONE: (850) 983-3875

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
ENGINEERING DEPARTMENT

MOBILE HIGHWAY
LAND CLEARING DEBRIS

EXISTING CONDITIONS PLAN

NO.	REVISION	DATE

Project Number:	81113
Date:	MARCH 2009
Drawn By:	J.M.C.
Designed By:	J.L.L.
Checked By:	M.N.D.
Sheet:	2 OF 8

MOBILE HIGHWAY
STATE ROAD NO. 10A

EXISTING 63 LF OF 24" CMP WITH 2 METERED END SECTIONS

EXISTING 48 LF OF 24" CMP WITH 2 METERED END SECTIONS

PROPOSED RETENTION POND

(200' RIGHT-OF-WAY)

A

A

100 0 100 300

Scale:
FULL SIZE: 1" = 100'
HALF SIZE: 1" = 200'

RECEIVED
MAR 24 2009
NORTHWEST FLORIDA
DEP

NOTES:

1. STORMWATER SHALL NOT BE ALLOWED TO POND ON NORTHWEST SIDE OF RETENTION POND. WASTE DISPOSAL AREA SHALL BE GRADED TO PROVIDE POSITIVE DISCHARGE TO RETENTION POND.

LEGEND:

- STORMWATER FLOW ARROW
- DISPOSAL AREA BOUNDARY
- 12" RIP-RAP WITH FILTER FABRIC

J. Lashley 3-23-09

SIGMA CONSULTING GROUP, INC.
3689 AVALON BOULEVARD
MILTON, FLORIDA 32583
PHONE: (850) 983-3875

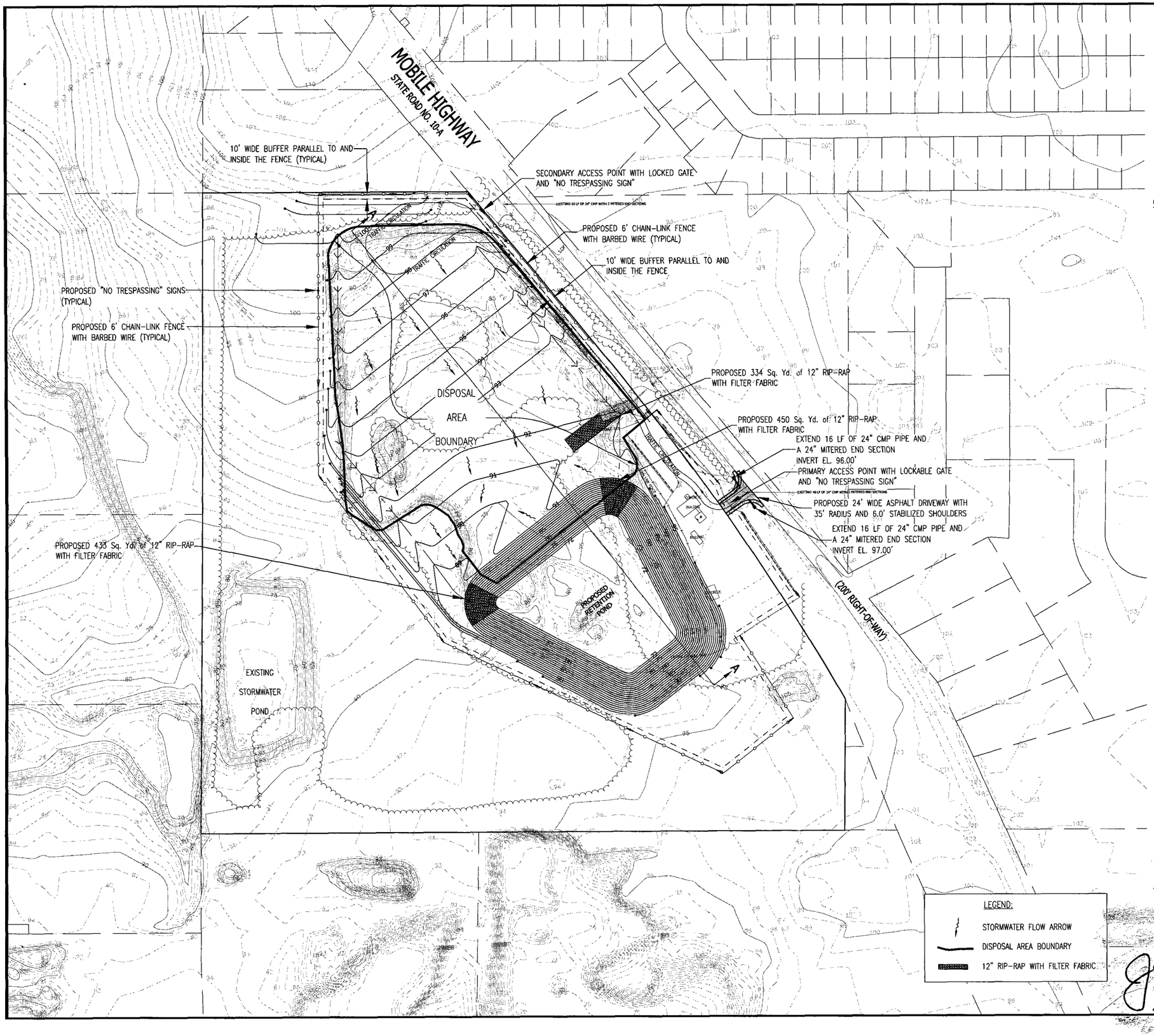
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
ENGINEERING DEPARTMENT

MOBILE HIGHWAY LAND CLEARING DEBRIS

GRADING PLAN - BASE GRADES

NO.	REVISION	DATE

Project Number:	81113
Date:	MARCH 2009
Drawn By:	J.M.C.
Designed By:	J.L.L.
Checked By:	M.N.D.
Sheet:	3 OF 8



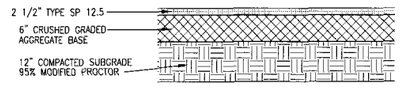
100 0 100 300

Scale:
FULL SIZE: 1" = 100'
HALF SIZE: 1" = 200'

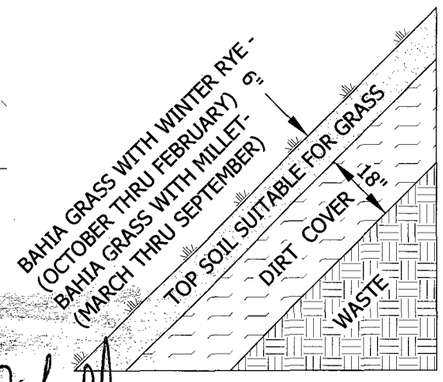
NORTH

GENERAL NOTES:

1. A SUBSTANTIALLY BUILT, ESTHETICALLY PLEASING SECURITY FENCE WITH APPROPRIATE GATES FOR ACCESS, NOT LESS THAN SIX FEET ABOVE GRADE, IS REQUIRED ALONG THE OUTER PERIMETER OF THE EXCAVATED AREA. ADDITIONAL SECURITY FEATURES, SUCH AS BARBED WIRE FENCE ABOVE THE FENCE TOP, ARE ENCOURAGED. GATES FOR ACCESS SHALL BE LOCKED AT ALL TIMES DURING NON-OPERATING HOURS.
2. PORTIONS OF THE PIT VISIBLE FROM THE PUBLIC RIGHT-OF-WAY OR NEAREST RESIDENTIAL USE SHALL BE SCREENED WITH DENSE LANDSCAPING TO ACHIEVE AT LEAST 75 PERCENT OPACITY WITHING TWO YEARS. THE LANDSCAPE BUFFER SHALL BE NO LESS THAN TEN FEET IN WIDTH. EARTHEN BERMS WITH A MINIMUM HEIGHT OF THREE FEET CAN BE PLACED WITHING THIS BUFFER AREA.
3. A MINIMUM TEN FOOT WIDE BUFFER IS REQUIRED PARALLEL TO AND INSIDE THE REQUIRED FENCE. EXCAVATION, PIT OPERATIONS, PARKING, STORAGE AND DISPOSAL OF DEBRIS ARE NOT PERMITTED WITHIN THE SCREENING OR BUFFER AREAS. THE SETBACK AREA MAY NOT BE USED FOR TRUCK OR EQUIPMENT TRAFFIC, EXCEPT AS NECESSARY TO MAINTAIN THE SETBACK AREA AND PERIMETER FENCE.
4. NO TRESPASSING SIGNS ARE REQUIRED AT EACH PIT ACCESS POINT, EVERY 250 LINEAR FEET ON THE BOUNDARY FENCE, AND AT EACH CORNER, IN LETTERS NOT LESS THAN TWO INCHES IN HEIGHT.
5. OPERATIONAL HOURS FOR RECEIVING MATERIALS ARE LIMITED TO MONDAY THROUGH FRIDAY BETWEEN 7:00 AM AND 5:00 PM. SATURDAY HOURS WILL BE LIMITED TO 7:00 AM UNTIL 3:00 PM. NOTWITHSTANDING THE ABOVE, COVER MAY BE APPLIED AFTER THE OPERATIONAL HOURS BUT IN NO CASE AFTER SUNDOWN. OPERATIONS ARE NOT PERMITTED ON THANKSGIVING, CHRISTMAS, NEW YEAR'S DAY AND JULY 4TH.
6. MAINTENANCE OF TRAFFIC AS PER FDOT INDEX 602.
7. EXISTING TREELINE ON THE PERIMETER OF THE PROPERTY SHALL BE MAINTAINED AND PRESERVED.
8. NO LAND EXCAVATION ACTIVITIES SHALL OCCUR BEYOND THE LIMITS OF THE EXISTING BORROW PIT.
9. GATES FOR ACCESS SHALL BE LOCKED DURING NON-OPERATING HOURS.
10. STORMWATER SHALL NOT BE ALLOWED TO POND ON THE NORTHWEST SIDE OF RETENTION POND. WASTE DISPOSAL AREA SHALL BE GRADED TO PROVIDE POSITIVE DISCHARGE TO RETENTION POND.



DRIVEWAY PAVEMENT SECTION
NOT TO SCALE



FINAL COVER
NOT TO SCALE

3-23-09

SIGMA CONSULTING GROUP, INC.
3689 AVALON BOULEVARD
MILTON, FLORIDA 32583
PHONE: (850) 983-3875

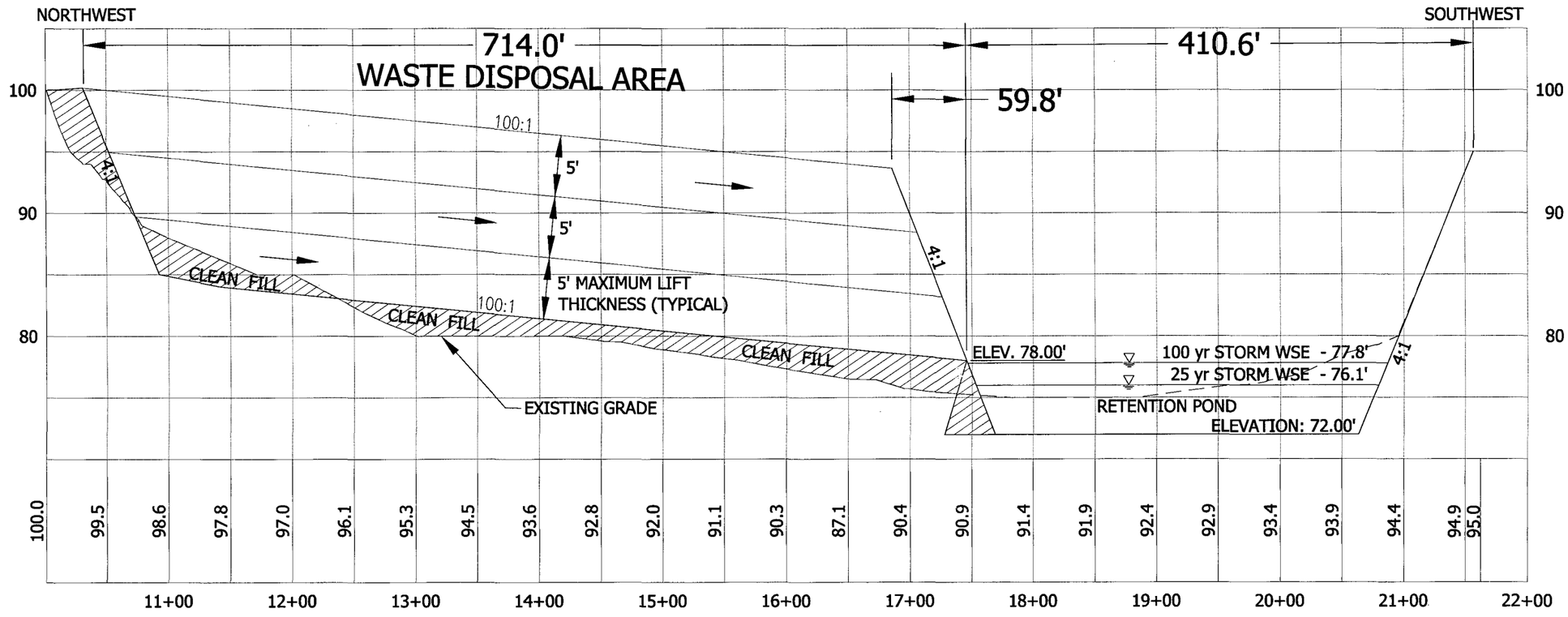
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
ENGINEERING DEPARTMENT

MOBILE HIGHWAY LAND CLEARING DEBRIS

GRADING PLAN - FINAL GRADES

NO.	REVISION	DATE

Project Number:	81113
Date:	MARCH 2009
Drawn By:	J.M.C.
Designed By:	J.L.L.
Checked By:	M.N.D.
Sheet:	4 OF 8



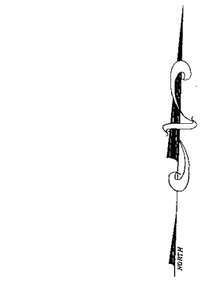
SECTION A - A

CLEAN FILL

DIRECTION OF WASTE PLACEMENT

NOTES:

1. STORMWATER SHALL NOT BE ALLOWED TO POND ON NORTHWEST SIDE OF RETENTION POND. WASTE DISPOSAL AREA SHALL BE GRADED TO PROVIDE POSITIVE DISCHARGE TO RETENTION POND.



100 0 100 300

Scale:
FULL SIZE: 1" = 50'
HALF SIZE: 1" = 100'

RECEIVED
MAR 24 2009
NORTHWEST FLORIDA
DEP

SIGMA CONSULTING GROUP, INC.
3689 AVALON BOULEVARD
MILTON, FLORIDA 32583
PHONE: (850) 983-3875

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
ENGINEERING DEPARTMENT

MOBILE HIGHWAY
LAND CLEARING DEBRIS

FINAL GRADING - CROSS SECTION A -A

NO.	REVISION	DATE:

Project Number:	81113
Date:	MARCH 2009
Drawn By:	J.M.C.
Designed By:	J.L.L.
Checked By:	M.N.D.
Sheet:	5 OF 8

MOBILE HIGHWAY
STATE ROAD NO. 10A

(200' RIGHT-OF-WAY)

EXISTING 63 LF OF 24" CMP WITH 2 MITERED END SECTIONS

EXISTING 48 LF OF 24" CMP WITH 2 MITERED END SECTIONS

EXISTING 48 LF OF 24" CMP WITH 2 MITERED END SECTIONS

TRAFFIC CIRCULATION

TRAFFIC CIRCULATION

TRAFFIC CIRCULATION

DISPOSAL AREA BOUNDARY

PROPOSED RETENTION POND

INSTALL SILT FENCE AROUND THE PERIMETER AND THE LIMITS OF GRADING FOR EROSION CONTROL AS PER INDEX 102.

NORTH

100 0 100 300

Scale:
FULL SIZE: 1" = 100'
HALF SIZE: 1" = 200'

RECEIVED
MAR 24 2009
NORTHWEST FLORIDA
DEP

LEGEND:
- STORMWATER FLOW ARROW
- DISPOSAL AREA BOUNDARY
- 12" RIP-RAP WITH FILTER FABRIC

3-23-09

SIGMA CONSULTING GROUP, INC.
3689 AVALON BOULEVARD
MILTON, FLORIDA 32583
PHONE: (850) 983-3875

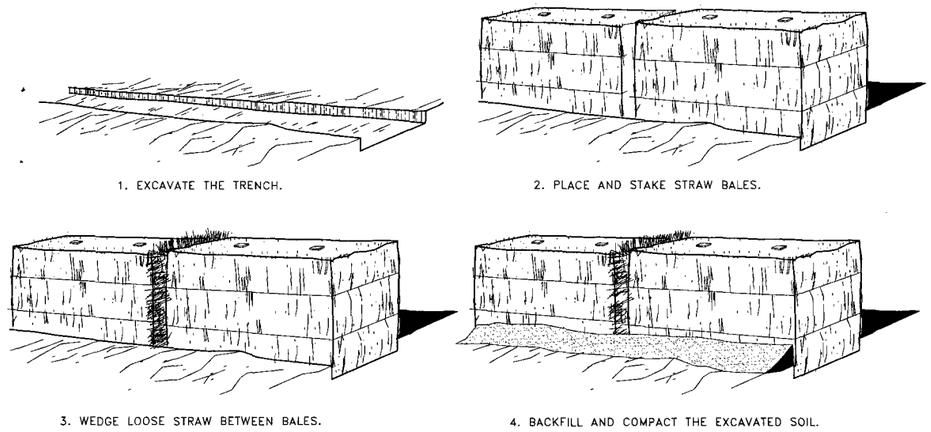
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
ENGINEERING DEPARTMENT

MOBILE HIGHWAY LAND CLEARING DEBRIS

EROSION CONTROL PLAN

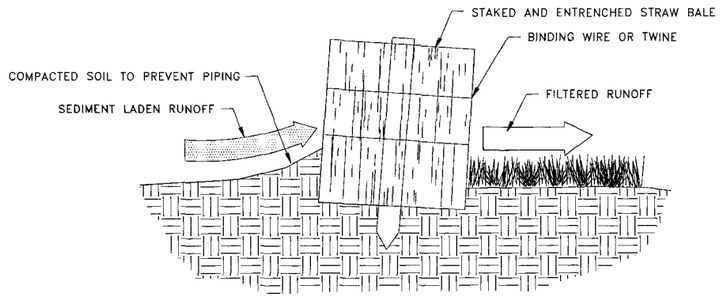
NO.	REVISION	DATE

Project Number:	81113
Date:	MARCH 2009
Drawn By:	J.M.C.
Designed By:	J.L.L.
Checked By:	M.N.D.
Sheet:	6 OF 8



CONSTRUCTION OF A STRAW BALE BARRIER

NOT TO SCALE

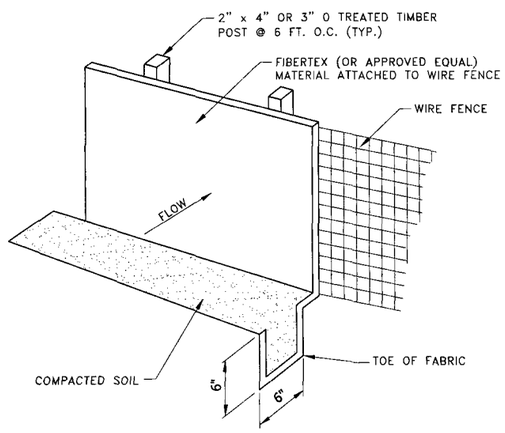


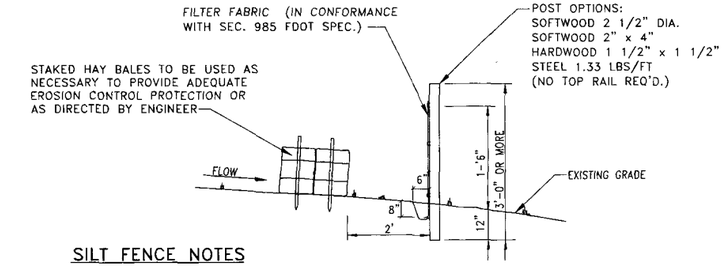
CROSS-SECTION OF A PROPERLY INSTALLED STRAW BALE

NOT TO SCALE

EROSION AND SEDIMENTATION CONTROL NOTES

1. BALES SHALL BE PLACED IN A SINGLE ROW, LENGTHWISE ON THE CONTOUR, WITH ENDS OF ADJACENT BALES TIGHTLY ABUTTING ONE ANOTHER PRIOR TO EARTHWORK OPERATIONS.
2. ALL BALES SHALL BE EITHER WIRE-BOUND OR STRING-TIED. STRAW BALES SHALL BE INSTALLED SO THAT BINDINGS ARE ORIENTED AROUND THE SIDES RATHER THAN ALONG THE TOPS AND BOTTOMS OF THE BALES (IN ORDER TO PREVENT DETERIORATION OF THE BINDINGS).
3. THE BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED THE WIDTH OF A BALE AND THE LENGTH OF THE PROPOSED BARRIER TO A MINIMUM DEPTH OF 4 INCHES. AFTER THE BALES ARE STACKED AND CHINKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AGAINST THE BARRIER. BACKFILL SOIL SHALL CONFIRM TO THE GROUND LEVEL ON THE DOWNHILL SIDE AND SHALL BE BUILT UP TO 4 INCHES AGAINST THE UPHILL SIDE OF THE BARRIER.
4. EACH BALE SHALL BE SECURELY ANCHORED BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE. THE FIRST STAKE IN EACH BALE SHALL BE DRIVEN TOWARD THE PREVIOUSLY LAID BALE TO FORCE THE BALES TOGETHER. STAKES OR REBARS SHALL BE DRIVEN DEEP ENOUGH INTO THE GROUND TO SECURELY ANCHOR THE BALES.
5. THE GAPS BETWEEN BALES SHALL BE CHINKED (FILLED BY WEDGING) WITH STRAW TO PREVENT WATER FROM ESCAPING BETWEEN THE BALES. (LOOSE STRAW SCATTERED OVER THE AREA IMMEDIATELY UPHILL FROM A STRAW BALE BARRIER TENDS TO INCREASE BARRIER EFFICIENCY.
6. STRAW BALE BARRIERS SHALL BE REMOVED WHEN THEY HAVE SERVED THIER USEFULNESS, BUT NOT BEFORE THE UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED.
7. STRAW BALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
8. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES.
9. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
10. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF OF THE HEIGHT OF THE BARRIER.
11. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE STRAW BALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.





SILT FENCE NOTES

1. FABRIC TO BE PLACED FACING DRAINAGE FLOW
2. FABRIC TO BE PLACED IN A 6" WIDE X 8" DEEP CONTINUOUS TRENCH, THEN BACKFILLED
3. ALL LUMBER TO BE PRESSURE/PRESERVATIVE TREATED
4. SILT FENCE TO BE INSTALLED PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES. SILT FENCE TO REMAIN UNTIL 100% PROJECT GRASSING (STABILIZATION) IS ACHIEVED
5. PREFABRICATED SILT FENCES ARE PERMITTED AS LONG AS THEY MEET OR EXCEED FDOT SPECIFICATIONS.

SILT FENCE DETAILS

NOT TO SCALE

RECEIVED

MAR 24 2009

NORTHWEST FLORIDA
DEP

3-23-09

SIGMA CONSULTING GROUP, INC.
3689 AVALON BOULEVARD
MILTON, FLORIDA 32583
PHONE: (850) 983-3875

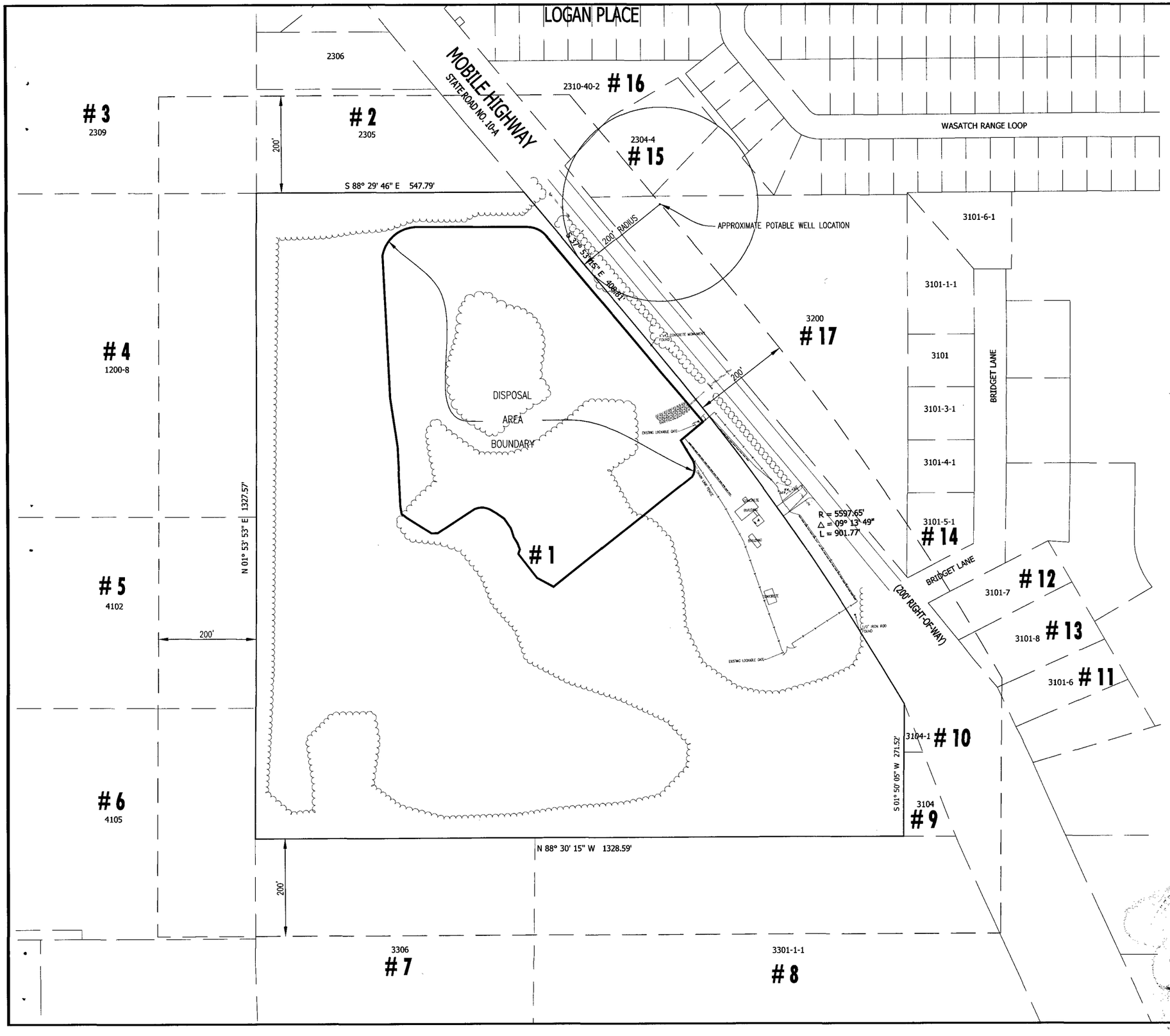
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
ENGINEERING DEPARTMENT

MOBILE HIGHWAY
LAND CLEARING DEBRIS

EROSION CONTROL DETAILS

NO.	REVISION	DATE

Project Number:	81113
Date:	MARCH 2009
Drawn By:	J.M.C.
Designed By:	J.L.L.
Checked By:	M.N.D.
Sheet:	7 OF 8



200 0 200 600

Scale 1" = 200'

GENERAL NOTES:

POTABLE WELL LOCATIONS AND STATE OF USE ARE BASED UPON VISIBLE FIELD INSPECTIONS, INTERVIEWS WITH OWNERS AND RESIDENTS, INFORMATION GATHERED FROM ESCAMBIA COUNTY'S GEOGRAPHIC INFORMATION SYSTEM AND EXISTING FILES FOR THE CLOSED MOBILE HIGHWAY LANDFILL LOCATED AT THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

RECEIVED
MAR 24 2009
NORTHWEST FLORIDA
DEP

J. Foshley
3-23-09

SIGMA CONSULTING GROUP, INC.
3689 AVALON BOULEVARD
MILTON, FLORIDA 32583
PHONE: (850) 983-3875

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
ENGINEERING DEPARTMENT

MOBILE HIGHWAY LANDFILL
LAND CLEARING DEBRIS

POTABLE WELL LOCATIONS

NO.	REVISION	DATE

Project Number:	81113
Date:	MARCH 2009
Drawn By:	J.M.C.
Designed By:	J.L.L.
Checked By:	M.N.D.
Sheet:	8 OF 8


NOTICE OF
PUBLIC HEARING
BOARD OF COUNTY COMMISSIONERS
LAND CLEARING DISPOSAL
PERMIT
CASE NO: PSP0902010014
DATE: 03/03/16 TIME: 5:46 PM
LOCATION OF HEARING
221 PALAFOX PLACE
FOR MORE INFORMATION ABOUT THIS CASE PLEASE CALL
PLEASE DO NOT REMOVE THIS SIGN
PROPERTY OF ESCAMBIA COUNTY

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9879 **Growth Management Report** **9. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 03/03/2016
Issue: 5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Comprehensive Plan, Chapter 7, CPA-2015-08
From: Horace Jones, Director
Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending Comprehensive Plan Chapter 7, CPA-2015-08

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending the Comprehensive Plan Chapter 7, "Future Land Use Element", Policy FLU 1.3.1. "Future Land Use Categories," CPA-2015-08, to remove the residential development limitation for lodging units in the Future Land Use category Mixed-Use Pensacola Beach (MU-PB).

This hearing serves as the second 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:

This proposed change will remove a lodging unit cap imposed in error for the Mixed-Use Pensacola Beach (MU-PB) Future Land Use category. The current language in this policy reflects the existing dwelling unit cap, but also includes a lodging unit cap of 726 units. The 726 units number came from an ordinance adopted in 2007 (2007-38 Condotels), and was intended to limit future large room (greater than 850 sq. feet) units, not total lodging units.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Comprehensive Plan, will be filed with the Department of State, following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the Comprehensive Plan and distribution of a copy of the proposed Ordinance to interested citizens and staff.

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

Attachments

Draft Ordinance

Clean Ordinance

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CPA-2015-08 Pensacola Beach FLU error

Date: 10/12/15

Date requested back by: 10/14/15

Requested by: Andrew Holmer

Phone Number: 595-3466

(LEGAL USE ONLY)

Legal Review by Kenna A. Smith

Date Received: 10/12/15

_____ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2016-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "FUTURE LAND USE ELEMENT", POLICY FLU 1.3.1, "FUTURE LAND USE CATEGORIES" TO REMOVE THE RESIDENTIAL DEVELOPMENT LIMITATION FOR LODGING UNITS IN THE FUTURE LAND USE CATEGORY MIXED-USE PENSACOLA BEACH (MU-PB); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

Section 1. Part II of the Escambia County Code of Ordinances, the Comprehensive Plan 2030, Chapter 7, "Future Land Use Element", Policy FLU 1.3.1 "Future Land Use Categories" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in below.

FLUM Mixed-Use Pensacola Beach (MU-PB)

General Description:
Intended for a complementary mix of uses on the developable lands at Pensacola Beach and is designed to accommodate and encourage innovative land development types and arrangements. Residential development in the MU-PB FLUM category shall be limited to 4,128 dwelling units. ~~and 726 lodging units.~~

DRAFT

Section 2. Severability.

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

Section 3. Inclusion in the code.

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

Section 4. Effective date.

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

DONE AND ENACTED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

DRAFT

ORDINANCE NUMBER 2016-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "FUTURE LAND USE ELEMENT", POLICY FLU 1.3.1, "FUTURE LAND USE CATEGORIES" TO REMOVE THE RESIDENTIAL DEVELOPMENT LIMITATION FOR LODGING UNITS IN THE FUTURE LAND USE CATEGORY MIXED-USE PENSACOLA BEACH (MU-PB); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

Section 1. Part II of the Escambia County Code of Ordinances, the Comprehensive Plan 2030, Chapter 7, "Future Land Use Element", Policy FLU 1.3.1 "Future Land Use Categories" is hereby amended as follows (words underlined are additions and words ~~stricken~~ are deletions):

FLU 1.3.1 Future Land Use Categories. General descriptions, range of allowable uses, and residential densities and non-residential intensities for all future land use categories in Escambia County are outlined in below.

FLUM Mixed-Use Pensacola Beach (MU-PB)

General Description:
Intended for a complementary mix of uses on the developable lands at Pensacola Beach and is designed to accommodate and encourage innovative land development types and arrangements. Residential development in the MU-PB FLUM category shall be limited to 4,128 dwelling units. ~~and 726 lodging units.~~

Section 2. Severability.

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

Section 3. Inclusion in the code.

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

Section 4. Effective date.

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

DONE AND ENACTED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9881 **Growth Management Report** **9. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 03/03/2016
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:

March 17, 2016

5:45 p.m. - A Public Hearing - Comprehensive Plan Amendment 2015-04 - Housing Element (second of two public hearings)

April 7, 2016

A. 5:45 p.m. - A Public Hearing to amend the official Zoning map to include the following Rezoning Cases heard by the Planning Board on March 1, 2016.

1. Case No.:	**Z-2016-01**
Address:	1212 Creighton Road
Property Reference No.:	31-1S-30-2201-000-000 & 31-1S-30-2201-000-003
From:	Com, Commercial district (25 du/acre); HDMU, High Density Mixed-use district (25 du/acre); HDR, High Density Residential district (25 du/acre)
To:	Com, Commercial district (25 du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	4
Requested by:	David S. Lamar, Agent for Endry Properties, LTD, Owner
2. Case No.:	**Z-2016-02**
Address:	5 Palao Road
Property Reference No.:	59-2S-30-2350-000-001
From:	Com, Commercial district (25 du/acre)

To:	MDR, Medium Density Residential district (ten du/acre)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District:	2
Requested by:	Anton Zaynakov, Manger for AATeam, LLC, Owner

3. Case No.: **Z-2016-03**

Address:	2507 Kelso Road
Property Reference No.:	04-1S-30-0101-001-017
From:	Com, Commercial district (25 du/acre)
To:	HDR, High Density Residential district (18 du/acre)
FLU Category:	C, Commercial
Commissioner District:	4
Requested by:	E.B. Williams, Jr., Manager for Sandpiper Investments of Pensacola, LLC, Owner

B. 5:46 p.m. - A Public Hearing - Small Scale Amendment 2016-01 - 2507 Kelso Road

---

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9870 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/03/2016
Issue: Request for Disposition of Property
From: Judy Witterstaeter, Program Coordinator
Organization: Escambia County Health Department
CAO Approval:

RECOMMENDATION:

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

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

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

Property Disposition March 2016

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Florida Dept of Health in Escambia COST CENTER NO: 3603014

Linda B. Moyer DATE: 02/17/2016

Property Custodian (PRINT FULL NAME)

Property Custodian (Signature): Linda Moyer Phone No: 850-595-6500 x1010

REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:

TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERIAL NUMBER	MODEL	YEAR	CONDITION
		see attached list				

Disposal Comments: Equipment is obsolete or damaged.

INFORMATION TECHNOLOGY (IT Technician): Rudy Lopez

Print Name

Conditions: ____ Dispose-Good Condition-Unusable for BOCC

X Dispose-Bad Condition-Send for recycling-Unusable

Computer is Ready for Disposition

Date: 2-18-2016 Information Technology Technician Signature: R. Lopez

Date: 02.18.2016

FROM: Escambia County Department Director (Signature):

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

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

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

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk) _____

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

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

Escambia County Health Department Request for Disposition of Equipment
March 3, 2016

Asset ID	Description	Serial #	Model	Date Acquired	Condition
52697	ADEC Light Unit	E225579	UNK	10/30/2003	poor
52695	ADEC Instrument Assistant	E298147	UNK	10/1/2003	poor
56327	DELL Server	DRLXQC1	Poweredge 2900	4/2/2007	poor
59142	DELL Server	5229GF1	Poweredge 2900	10/1/2010	poor
52268	HP Laser Printer	JPCKD26345	4600DN	8/26/2003	poor
58457	HP Switch	SG836VC1GG	J8772A	12/17/2008	poor
58979	Ice Machine	10111280012626	S/S 300/220	11/23/2010	poor

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9745 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/03/2016
Issue: Site Access Agreement for County Owned Property located at 7500 North Century Boulevard
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Site Access Agreement to Conduct an Environmental Assessment on County-owned Property Located at 7500 North Century Boulevard - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning a Site Access Agreement for County-owned property located at 7500 North Century Boulevard:

A. Approve the Site Access Agreement to conduct an environmental assessment on County-owned property located at 7500 North Century Boulevard, Century, Florida; and

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

[There will be no budgetary impacts]

BACKGROUND:

In July 1987, a petroleum release was discovered at the Escambia County facility located at 7500 North Century Boulevard (PRN 055N303301001001) in Century, Florida. The release was reported to the Florida Department of Environmental Protection and was registered into the State Early Detection Incentive Program. This program provides for State funded cleanup. The program assigns a score number to the property which determines the priority level and when a property would be eligible for the cleanup if needed. The current funding score is 30 and above. The County property is currently scored a 6, which is a low priority site. The State is currently re-assessing all low score/priority sites to determine if these sites can be removed from program consideration. The agreement will allow the State to conduct an assessment to determine the scoring eligibility of the County property.

BUDGETARY IMPACT:

There are no budgetary impacts.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Site Access Agreement has been reviewed by County Legal Department and approved as to form and legal sufficiency.

PERSONNEL:

No additional personnel is required for this project.

POLICY/REQUIREMENT FOR BOARD ACTION:

Right of Entry involving County property requires Board approval.

IMPLEMENTATION/COORDINATION:

Neighborhood and Human Services Department /Community Redevelopment Agency staff will coordinate all functions required for this project.

Attachments

Access Agreement

SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, ESCAMBIA COUNTY, ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("**Department**") and its Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") located at 7500 N CENTURY BLVD , CENTURY 32535, ***FDEP Facility ID:*** 8519982.

2. The Property. Owner owns the certain parcel(s): 055N303301001001 of real property located at 7500 N CENTURY BLVD, CENTURY Florida 32535 (the "**Property**"), depicted on the attached legal description as Exhibit "A

3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement. However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative

Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.

6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.

7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.

8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.

9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.

10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.

12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.

13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the

Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.

14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.

15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.

16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.

17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above. http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login

18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

☐ YES ☒ NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

☐ YES ☒ NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

☐ YES ☒ NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement?
Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

☐ YES ☒ NO

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

ATTEST: Pam Childers
Clerk of the Circuit Court

By: Grover C. Robinson, IV, Chairman

Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Jan. 29, 2016

Accepted by the State of Florida Department of Environmental Protection:

Diane D. Pickett, P.G.
Program Administrator
Petroleum Restoration Program

Signature of Witness

Date

Print Name

Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility 8519982:

Attachment A

Short Legal Description: BEG AT SW COR OF SEC E ALG S LI OF SEC 93 51/100 FT TO ELY R/W LI OF US HWY 29 NELY ALG R/W 51 33/100 FT R FOR POB CONT SAME COURSE 295 16/100 FT DEFL 56 DEG 18 MIN 15 SEC TO RT ELY 295 16/100 FT DEFL 123 DEG 41 MIN 45 SEC TO RT WLY AND PARL TO S LI OF DEG 18 MIN 15 SEC TO RT WLY & PARL TO SLI OF SEC 295 16/100 FT TO POB OR 190 P 463 LESS OR 692 P 429 RD R/W

FDEP Coordinates(Degrees Minutes Seconds) for Facility 17/ 8519982:

Latitude 30^{0} 58' 13.7623 "
Longitude 87^{0} 15' 56.9503"

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9851 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/03/2016
Issue: Appointments to CareerSource Escarosa Board
From: Carla Jones, Division Manager
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments to the CareerSource Escarosa Board of Directors - Tonya Gant, Director, Neighborhood & Human Services

That the Board take for following action concerning appointments to the CareerSource Escarosa (formerly Workforce Escarosa) Board of Directors:

A. Confirm the reappointment of Russell B. Branch, Disabled Representative, Lakeview Center, Inc., d/b/a GCE to serve as a Private Sector Member, due to his acceptance of a new position with Escambia County Destination Management Organization (Escambia DMO) as Executive Director, with his term extended to October 16, 2017. Mr. Branch has expressed that he would like to continue membership on the Board as a private sector member. Since his term as Disabled Representative expires October 16, 2016, he would like for this reappointment term be extended until October 16, 2017; and

B. Confirm the appointment of Katrina Simpkins, Vocational Assessment and Training Manager at Lakeview Center, Inc., as the replacement Disabled Representative on the CareerSource Escarosa Board of Directors vacated by Russell B. Branch. The term for Ms. Simpkins would be effective March 3, 2016, through March 2, 2019.

The above requests will allow for compliance with CareerSource Escarosa Board of Directors By-Laws regarding Board representation and terms.

BACKGROUND:

The Board of Directors for CareerSource Escarosa serves as the local governing board for workforce development and job training activities as approved by CareerSource Florida and the Florida Department of Economic Opportunity (DEO). Federal and State legislation that govern the Board activities require specific membership from various community sectors where the governing Boards are located. This Board serves the demographic area of Region One, comprised of Escambia and Santa Rosa counties. All appointments and reappointments must conform to the requirements of the law, and

must have final approval from the local governing entity of each County which for Escambia County is the Board of County Commissioners.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Appointments and Reappointments to the Board of Directors are made in accordance with state and federal legislation. The Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 allows for a 19 member Board of Directors, with 10 of those members from the private sector.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the appointment and reappointment shall become effective for the expressed dates. CareerSource Escarosa has coordinated with the Department of Neighborhood and Human Services in submission of this request.

Attachments

Board Appointments

CareerSource
ESCAROSA

February 10, 2016

Scott Ginnetti
Board Chairman

Susan Nelms
Executive Director

Carla Jones
Escambia County Board
Of County Commissioners
221 Palafox Place
Pensacola, FL 32502

Dear Carla,

The Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, allows for a 19 member Board of Directors, with 10 (5 Santa Rosa County/5 Escambia County) of those members from the private sector.

Russell B. Branch currently serves as the disabled representative on the Board, but has informed me that he will be taking a new position with Escambia County Destination Management Organization (Escambia DMO) as Executive Director. He has expressed that he would like to continue membership on the Board as a private sector member.

In addition, Katrina Simpkins, Vocational Assessment and Training Services Manager for Global Connections to Employment/Lakeview Center, Inc., has been nominated by Lakeview Center to serve as the CBO representative for the disabled, on the CareerSource Escarosa (Escarosa) Board of Directors. (See attached profile sheet and resume).

CareerSource Escarosa therefore requests your assistance in having the Escambia County Board of Commissioners review for appointment the following:

- Russell Branch's appointment from a disabled representative to private sector membership. His term expires October 16, 2016. Escarosa also request his term be extended until October 16, 2017.

- Katrina Simpkins to serve as the disabled representative on the CareerSource Escarosa Board of Directors.

The above requests will allow for compliance with Board Membership under WIOA.

Please let me know if you need additional information or if I can be of further assistance in this process. Thanks for your help with the required appointments.

Sincerely,

Susan Nelms
Executive Director

SN/js
Enclosures

www.careersourceescarosa.com
3670- 2A North L Street
Pensacola, FL 32505
p: 850.473.0939 | f: 850.473.0935

WORKFORCE ESCAROSA, INC.
BOARD MEMBERSHIP PROFILE - PRIVATE SECTOR

TYPE OF BUSINESS (Check all that apply): ____ Small Business (less than 500 employees)
____ Minority Owned

Name: Russell B. Branch **Title:** Dir. of Training and Safety
Business Name: Lakeview Center Inc.
Address: 1221 W. Lakeview Ave.
Pensacola, FL 32501
Phone No.: 850.429.6969
FAX No.:
E-Mail Address: rusty.branch@bhcpns.org
Cell Phone No.: 850.982.2271

Home Address: 1820 Peaches Ln.
Cantonment, FL 32533

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER:	RACE:		VETERAN:	AGE:	DISABLED:
_X__ Male	____ Black	_X_White	____ Yes	X_ < 55	____Yes
	____ Asian	____Ameri. Indian			
____ Female	____ Hispanic	____ Other	_X_ No	___ 55 OR >	_X_ No

Community Organization Memberships
Junior Achievement of Pensacola, Pensacola Civitan, Leadership Pensacola, Micah6.8 Ministries, Dogwood Park Baptist Church and Family Promise of Santa Rosa

Board Memberships
None currently

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.

Being a training director for the areas largest employer of persons with significant disabilities, I see first hand the need for services like Workforce Escarosa I am interested in being a part of this board to help shape the future of workforce development in our community and because I have personally seen the huge and multifaceted impact of employment.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes_____ No__X__

Please attach a copy of your resume' to this form

RUSSELL B. BRANCH

EXPERIENCE

2012- Lakeview Center Inc dba GCE Pensacola, FL

Dir. of Training & Safety

- Create & Standardize Training for six (6) businesslines with employes in thirteen (13) different states.
- Developed distance learning capabilities and deployed
- Advocate for Disability Employment in Washington D.C. & Tallahassee

2010–2012 Lakeview Center Inc. Pensacola, FL

Quality Specialist

- Led Quality Work Environment (QWE) Initiative
- Coordinated Organizational Strategic Planning Process
- Trained in ISO Auditing & Performance Improvement Strategies
- Planned and led multiple Baptist University Sessions (BU Crew)

2010 FamiliesFirst Network of Lakeview Pensacola, FL

Family Support Liaison

- Serve case management director on special assignments
- Certified as DCF Quality Assurance Reviewer
- Assisted with development of FFN's Innovation Site Plan

2006–2010 FamiliesFirst Network of Lakeview Pensacola, FL

Training Coordinator

- Coordinating and providing training for the FamiliesFrist Network
- Graduate of Lakeview Center's First "Emerging Leader" class
- Team Leader, FFN Annual Conference 2008 & 2009
- Main Stage Presenter at the 2009 "Gulf Coast Women's Expo"
- Certified "Green Belt" analytical tools (Team Leader)

2002–2006 FamiliesFirst Network of Lakeview Milton, FL

Family Service Counselor

- Provide services to abused children and families
- Family Team Conference Certified (2004)

EDUCATION

2004-Present New Orleans Baptist TheologicalSeminary Pensacola, FL

Student

- Currently pursuing a Masters of Divinity (60 course hours completed)
- Courses completed include Presentation, Administration, & Education

2002 University of West Florida Pensaocla, FL

Graduate

- B.A. in Social Work
- Scholar-Athlete as a member of the UWF's Baseball team

• E-MAIL RUSTYBRANCH@MAC.COM
1820 PEACHES LN.• CANTONMENT,FL 32533• PHONE 850.982.2271

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

TYPE OF BUSINESS (Check all that apply): ____ Small Business (less than 500 employees)

____ Minority Owned

Name: Katrina Simpkins **Title:** Vocational Assessment & Training Services Manager
Business Name: Global Connections to Employment/Lakeview Center, Inc.
Address: 2001 North "E" Street
Pensacola, FL 32501
Phone No.: 850-429-6958
FAX No.: 850-595-1340
E-Mail Address: Katrina.simpkins@gce.org
Cell Phone No.: 850-525-4281

Home Address: 1926 Waxwing Drive
Cantonment, FL 32533

MEMBERSHIP DEMOGRAPHICS (for reporting purposes)

GENDER:	RACE:		VETERAN:	AGE:	DISABLED:
____ Male	__X__ Black	____White	____ Yes	__X__ < 55	____Yes
	____ Asian	____Ameri. Indian			
__X__ Female	____ Hispanic	____ Other	__X__ No	___ 55 OR >	__X__ No

Community Organization Memberships

None

Board Memberships

None

Briefly state why you would like to become involved in the Workforce Escarosa, Inc. Board.
I would like to become a member of the Workforce Escarosa Board to serve as an advocate for individuals with disabilities in our local community. I can also be utilized as a resource that is knowledgeable about workforce trends, labor market statistics, etc. as it related to this population.

Does your company currently provide any service or products to Workforce Escarosa, Inc.?
Yes_____ No__X__

Please attach a copy of your resume' to this form

Katrina F. Simpkins

1926 Waxwing Drive
Cantonment, FL 32533
850-780-6118 or 850-525-4281
kfs2trina@yahoo.com

Objective

Seeking a professional position with a business oriented organization providing services making a difference in the lives of others.

Experience

Lakeview Center Inc. **Manager/Vocational Evaluator** **July 2009-present**

Responsibilities include leadership, development, oversight, and day-to-day management of Southeastern Vocational Services' administrative and assessment & training programs (Comprehensive Vocational Evaluation, Discovery Services, On-the-Job Training, and Pre-Placement Training). Responsible for leading and supervising assigned staff to ensure quality work performance through providing timely entry into vocational services and its processes. Provide leadership and management for assessment and training services so as to accomplish budget goals, achieve high levels of client and referral satisfaction, and maintain the professional reputation of SVS/Lakeview Center. Monitor client satisfaction results and actively seek ways in which to continue program improvements which will elevate client satisfaction with the services. Monitor and maintain program Performance Accountability Report(s) to meet organization and division expectations. Supervise and train employees so as to promote maximum productivity, achievement of program goals and favorable employee retention. Develop service plans which identify program objectives, services to be provided, measures of success, and follow-up plans.

As a Vocational Evaluator, responsibilities include assessing the ability of disabled individuals to return to the workforce by utilizing common test instruments, proper testing protocols, and report writing to assist individual in vocational planning. Responsible for advising Social Security beneficiaries about their benefits, available work incentives, and the overall impact of employment on their benefits. This includes promoting employment, providing benefits counseling, advocacy for the beneficiary, and support planning.

Lakeview Center Inc. **Employment Readiness Trainer** **September 2008-July 2009**

Provided employability skills training to student with disabilities of the Escambia County School District. Training provided included pre and post-employment activities and topics, such as job search/applications, interviewing, workplace accommodations. Coordinated various community activities and volunteer opportunities to further develop student's level of employability and job skills. Promoted the services of Lakeview Center/Southeastern Vocational Services to potential community employers in order to facilitate and secure employment opportunities for students.

Escambia County BCC **Job Development Counselor** **May 2007-Sept 2008**

Assisted program participants in attaining or maintaining employment with the goal of self-sufficiency. Interviewed program participants to identify and assess their skills, abilities, needs, work restrictions, special or unique factors, and other related information. Collected and analyzed information concerning client's work experience, education, training, background, interests, and expectations. Conducted one-on-one and/or group orientations, life skills training, employability skills training, and other training sessions. Entered all data relevant to case into OSST tracking system. Contacted employers to promote services offered by Workforce Escarosa and Non-Custodial Parent Placement Program to develop job opportunities for program participants.

Lakeview Center, Inc. **Family Services Counselor** **Aug 2006-May 2007**

Provided case management services to families with allegations of abuse, neglect, and/or abandonment. Engaged families and other providers in developing, assessing, and implementing case planning activities. Provided support to biological, relative, and non-relative caregivers, foster, and/or adoptive families. Continuously assessed risk to children and made necessary referrals for families to meet identified needs. Testified in court and depositions. Wrote studies of the child for all specialized placements including but not limited to Interstate Compact, Therapeutic or adoptive placements. Wrote legal documents including case plans, judicial reviews, and TPR petitions (termination of parental rights).

Education

Troy University **Graduate Program** 21 N. New Warrington Road Pensacola, FL 32506	**Counseling Psychology**	**Currently pursuing;** **Projected graduation in 2016**
University of West Florida 11000 University Parkway Pensacola, FL 32514	**Bachelor's of Arts Psychology**	**Aug 2000-Apr 2005**

Skills

Active participant in quarterly leadership development opportunities at Lakeview Center, including Baptist University and Management Advisory Council Direct Reports team. These opportunities allow continuous development of professional skills, including strategic planning, leadership, and management.

Serve as designated representative for Vocational Services division of Lakeview Center on various quality teams. Currently representing the Vocational Services division on the Accessibility Team. Previously served as representative on the Stakeholder Engagement and Risk Management Teams.

Knowledge of labor market statistics/conditions and occupational trends. Experience in conducting transferable skills analysis and situational assessments to determine feasibility of clientele's desired employment outcomes.

Proficient in using office equipment including fax/copy machines, multi-line phone systems, and computers. Knowledge of computer programs and software including Microsoft Office (Word, Excel, Outlook, and PowerPoint).

Awards/Certifications

Discovery Training Certification	2015
Performance Improvement Fundamentals	2014
Community Work Incentives Coordinator (CWIC)	2009
Florida Certified Workforce Professional	2007

References

Available upon request

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9877 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/03/2016
Issue: Housing Rehabilitation Loan Refinancing and Assumption Policies
From: Tonya Gant, Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Housing Rehabilitation Loan Refinancing and Assumption Policies - Tonya Gant, Neighborhood & Human Services Department Director

That the Board adopt the Housing Rehabilitation Loan Refinancing Policy and the Housing Rehabilitation Loan Assumption Policy.

BACKGROUND:

The County has extended low interest loans to citizens through its HUD Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program to assist income eligible owner occupants with moderate and substantial rehabilitation of their properties. The Housing Rehabilitation Loan Refinancing policy (Exhibit I) allows low interest loans in default to be modified to get accounts current and preserve housing units. Currently there are eight low interest loans in default.

The County has extended deferred and low interest loans to citizens through its CDBG, HOME, and State Housing Initiatives Partnership (SHIP) Programs to assist income eligible owner occupants with substantial, moderate and minor rehabilitation of their properties. Current policy considers a loan in default if the owner no longer occupies the property as their principal residence, or if the property is rented, transferred or sold during the mortgage period. The Housing Rehabilitation Loan Assumption policy (Exhibit II) allows for assumption of loan and program terms by an eligible heir in cases where the original applicant dies before the loan terms have expired.

BUDGETARY IMPACT:

Not applicable to this recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable to this recommendation.

PERSONNEL:

Not applicable to this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Currently there are no policies in place to address requests for refinancing of an existing County owned low interest loan or the assumption of a loan by an income eligible heir.

IMPLEMENTATION/COORDINATION:

The Policies will be implemented by the Neighborhood Enterprise Division in conjunction with the Clerk of the Courts staff and/or County Attorney's office as necessary.

Attachments

Rehab LIL Refi Policy

Rehab Assumption Policy

EXHIBIT I

Board of County Commissioners
Escambia County, Florida

Title: Housing Rehabilitation Loan Refinancing Policy
Date Adopted: March 3, 2016
Effective Date:
Reference:
Policy Amended:

A. Purpose: To provide a policy for refinancing of housing rehabilitation low interest loans held by Escambia County.

B. Overview: The County has extended low interest loans to citizens through its HUD Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Program since the late 1980's to assist income eligible owner occupants with moderate and substantial rehabilitation of their properties. This policy allows low interest loans in default to be modified to get accounts current and preserve housing units.

C. For consideration of a refinancing request, the Neighborhood Enterprise Division (NED) must receive and review the following:

1. Written request for refinancing received from the homeowner.

2. Release forms must be signed by the owner authorizing NED to verify income, assets, mortgage(s), credit, proof of occupancy, and other items as needed to make a determination for eligibility.

3. NED staff will review the following items:

a. Property taxes on the subject property must be current.

b. Property is still the primary residence of the applicant.

c. First Mortgage, if present, on the subject property must be current. Any other liens or mortgages junior to County mortgage must also be in good standing.

d. Insurance on the subject property must be current. If not present, insurance may be placed on the property during the refinancing process at the owner's expense.

e. Credit Report

f. Income and Asset Verification of all Household Members

4. Homeowner must take the free Foreclosure Prevention class offered jointly by the County/City Housing office and provide certificate of completion.

D. County staff will review current income and expenses of the applicant. Applicants with income at or below 50% Area Median Income will have the balance of their loan modified to a 0% Interest, Deferred Payment Loan for the remainder of the loan term.

For applicants at 51%-80% Area Median Income, new loan terms will remain at 5% interest, but may be extended up to 15 years as needed to make payments affordable. Staff will target a revised fixed housing payment (principal, interest, taxes, insurance) not to exceed 35% of the applicant's income. Staff will also take into account the total debt ratio not to exceed 45%. The Clerk of the Courts office will set up a new accounts receivable based on the revised payment plan.

E. NED Staff will prepare mortgage documents and hold closing. Recording fees will be paid from NED Operating expenses.

F. The County reserves the right to foreclose if the default is not cured.

Board of County Commissioners
Escambia County, Florida

Title: Housing Rehabilitation Loan Assumption Policy
Date Adopted: March 3, 2016
Effective Date:
Reference:
Policy Amended:

A. Purpose: To provide a policy for assumption of housing rehabilitation loans held by Escambia County by income eligible applicants.

B. Overview: The County has extended deferred and low interest loans to citizens through its HUD Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) Program, and State Housing Initiatives Partnership (SHIP) Program to assist income eligible owner occupants with minor, moderate and substantial rehabilitation of their properties. Current policy considers a loan in default if the owner no longer occupies the property as their principal residence, or if the property is rented, transferred or sold during the mortgage period. This policy allows for assumption of loan terms by an eligible heir in cases where the original applicant dies before the loan terms have expired.

C. For consideration of an assumption request, the Neighborhood Enterprise Division (NED) must receive and review the following within 18 months of the death of the original applicant:

1. Written request for loan assumption received from the heir.

2. Copy of death certificate

3. Release forms must be signed by the heir authorizing NED to verify income, assets, mortgage(s), credit (if applicable), proof of occupancy, and other items as needed to make a determination for eligibility. New applicant must assume all obligations by the original homeowner and must meet current income (80% AMI) and other program guidelines.

3. NED staff will review the application to determine program eligibility.

D . NED Staff will prepare loan documents and hold closing. Recording fees will be paid from NED Operating expenses.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9857 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/03/2016
Issue: Required Forms for the US Dept of Interior, National Park Service Grant
From: Mike Weaver, Department Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the US Department of Interior, National Park Service Grant Forms - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Certification Regarding Lobbying, Disclosure of Lobbying Activities, Assurances - Non-Construction Programs, and Application for Federal Assistance SF-424 forms, as filed electronically with the US Department of Interior:

A. Acknowledge, for the Official Record, submission of the Certification Regarding Lobbying, Disclosure of Lobbying Activities, Assurances - Non-Construction Programs, and Application for Federal Assistance SF-424;

B. Authorize the Chairman to execute all US Department of Interior, National Park Service Grant-related documents, as required, to complete the application process and receive the Grant Funds if awarded by the US Department of Interior.

[Funding: N/A - Application for funds subject to award by the US Department of Interior]

The National Park Services (NPS) and Santa Rosa Island Public Safety Division (SRI) manage approximately 30 consecutive miles of public beaches within Escambia County, Florida. SRI manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and SRI continuously respond to and provide assistance to each other on a daily basis for water-related emergencies. The NPS and SRI both hire, train, and supervise lifeguard staff, competing for the same applicant pool, conducting separate training sessions that meet similar certification standards, and providing program management and staff supervision, and often driving past each other in fulfilling these responsibilities.

If awarded, the Grant will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. The Grant will enhance the safety of beach users in Escambia County, Florida, and within the Florida District of Gulf Islands National Seashore.

BACKGROUND:

The National Park Services (NPS) and Santa Rosa Island Public Safety Division (SRI) manage approximately 30 consecutive miles of public beaches within Escambia County, Florida. SRI manages the beaches and associated lifeguard services within the Pensacola Beach area, and the NPS manages the beaches and associated lifeguard services within the adjoining Fort Pickens, Santa Rosa Areas, and the Perdido Key Area. The NPS and SRI continuously respond to and provide assistance to each other on daily basis for water related emergencies. The NPS and SRI both hire, train, and supervise lifeguard staff, competing for the same applicant pool, conducting separate training sessions that meet similar certification standards, and providing program management and staff supervision, and often driving past each other in fulfilling these responsibilities.

If awarded the grant will assure consistency of lifeguard services and enable efficiencies realized through resource sharing and economies of scale. The grant will enhance the safety of beach users in Escambia County, Florida and within the Florida District of Gulf Islands National Seashore.

BUDGETARY IMPACT:

The grant application totals $200,018.67 (projected cost to be verified by and negotiated with NPS).

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristen Hual approved the Certification Regarding Lobbying, Disclosure of Lobbying Activities and Assurance of Non-Construction Programs as to form and legal sufficiency on February 18 , 2016 and the Application for Federal Assistance on February 19, 2016.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The filing of the of the NPS grant application and the related execution of grant forms and certification by the Chairman are to be ratified by the Board.

IMPLEMENTATION/COORDINATION:

David Greenwood, Chief of Water Safety, will oversee implementation of the grant.

Attachments

Certification Regarding Lobbying
Disclosure of Lobbying Activities
Assurances - Non-Construction Programs
Application for Federal Assistance

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Escambia County Board of County Commissioners

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: Mr. * First Name: Grover Middle Name: C.

* Last Name: Robinson IV Suffix:

* Title: Chairman

* SIGNATURE: * DATE:

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.

By/Title: Deputy ACA
Date: 2/18/16

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB
0348-0046

1. * Type of Federal Action:	2. * Status of Federal Action:	3. * Report Type:
☐ a. contract	☐ a. bid/offer/application	☒ a. initial filing
☒ b. grant	☒ b. initial award	☐ b. material change
☐ c. cooperative agreement	☐ c. post-award	
☐ d. loan		
☐ e. loan guarantee		
☐ f. loan insurance		

4. Name and Address of Reporting Entity:

☒ Prime ☐ SubAwardee

*Name: Escambia County BCC

*Street 1: 221 Palafox Pl Street 2:

*City: Pensacola State: Florida Zip: 32502

Congressional District, if known: FL-Dist 1

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

Escambia County Board of County Commissioners does not do any lobbying.

6. * Federal Department/Agency: Department of the Interior-NPS

7. * Federal Program Name/Description:

CFDA Number, *if applicable:*

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix *First Name Middle Name

*Last Name Suffix

*Street 1 Street 2

*City State Zip

b. Individual Performing Services (including address if different from No. 10a)

Prefix *First Name Middle Name

*Last Name Suffix

*Street 1 Street 2

*City State Zip

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*Signature: Completed on submission to Grants.gov

*Name: Prefix *First Name: Grover Middle Name: C

*Last Name: Robinson, IV Suffix:

Title: Chairman Telephone No.: 850-595-4930 Date: 3/3/2016 Completed on submission to Grants.gov

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Approved as to form and legality
sufficiency.
By/Title:
Date: 3/15/16

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: _____
DEPUTY CLERK

OMB Number: 4040-0007
Expiration Date: 06/30/2014

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will 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.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Chairman Grover C. Robinson, IV
APPLICANT ORGANIZATION Escambia County Board of County Commissioners	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: _____
Date: 7/15/16

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
02/05/2016	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	Escambia County Board of County Commissioners

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
59-6000598	0750796730000

d. Address:

* Street1:	221 Palafox Place
Street2:	
* City:	Pensacola
County/Parish:	Escambia
* State:	FL: Florida
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	32502-6906

e. Organizational Unit:

Department Name:	Division Name:
Public Safety Department	SRI Public Safety

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mr.	* First Name:	Michael
Middle Name:	D.		
* Last Name:	Weaver		
Suffix:			

Title:	Public Safety Department Director
Organizational Affiliation:	
* Telephone Number:	850-471-6411
Fax Number:	850-471-6455
* Email:	mdweaver@myescambia.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Interiors-NPS

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Lifeguard Management within the Florida District of Gulf Island National Seashore

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: FL-1 * b. Program/Project: FL-1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 03/01/2016 * b. End Date: 09/30/2016

18. Estimated Funding ($):

* a. Federal	200,018.67
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	200,018.67

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: Grover

Middle Name: C.

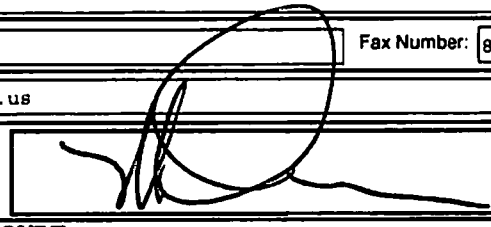
* Last Name: Robinson, IV

Suffix:

* Title: Chairmain

* Telephone Number: 850-595-4940 Fax Number: 850-595-4685

* Email: gcrobins@co.escambia.fl.us

* Signature of Authorized Representative:  * Date Signed:

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:_____
DEPUTY CLERK

Approved as to form and legal sufficiency.
By/Title: Kdvalach
Date: 2/19/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9843 **County Administrator's Report 9. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/03/2016
Issue: Conveyance of a Utility Easement at Brent Athletic Park to Emerald Coast Utilities Authority (ECUA)
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Utility Easement at Brent Athletic Park to Emerald Coast Utilities Authority - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a 0.009 acre utility easement located at Brent Athletic Park to Emerald Coast Utilities Authority (ECUA):

A. Approve the utility easement conveying 0.009 acres of real property located at Brent Athletic Park to ECUA; and

B. Authorize the Chairman to sign, subject to Legal review and sign-off, the necessary documents granting the utility easement to ECUA.

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

BACKGROUND:

Brent Athletic Park is located on "W" Street with Bayliss Court as its southernmost boundary. ECUA intends to make improvements along "W" Street and to facilitate their project has requested an easement in the southeast corner of Brent Athletic Park, located at the intersection of "W" Street and Bayliss Court. Conveyance of the 0.009 acre easement will not interfere with any existing improvements at the park.

The proposed easement will not interfere with the proposed design of the improvements of Brent Athletic Park. Escambia County Parks Department has reviewed this request as well and has no objections.

BUDGETARY IMPACT:

All costs associated with accepting and recording of documents will be borne by ECUA.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the utility easement.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval and subsequent execution of the documents by the Chairman, staff will transfer the documents to ECUA for acceptance and recording in the public records of Escambia County, Florida.

Attachments

Utility Easement

Aerial Map

Legal_Sketch

A Portion of County Appraiser's ID No.: 46-1S-30-1105-0000-000

UTILITY EASEMENT

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

KNOW ALL MEN BY THESE PRESENTS: That in consideration of ONE DOLLAR ($1.00) and other good and valuable considerations paid to Escambia County, a political subdivision of the State of Florida (whose address is 221 Palafox Place, Pensacola, Florida 32502), hereinafter referred to as Grantor, by Emerald Coast Utilities Authority, a local governmental body, corporate and politic, of the State of Florida, whose mailing address is 9255 Sturdevant Street, Pensacola, Florida 32514, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor as owner of that certain real property located in the County of Escambia, Florida (the Property) hereby grants, bargains, sells, transfers, and conveys unto Grantee, its successors and assigns, a perpetual easement with the right to enter upon, occupy and use the following described real property for the purpose of utility lines and facilities and equipment necessary or convenient in connection therewith, together with the right to lay, bury, construct, operate, maintain, dig up and repair such lines and, facilities and equipment from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress. Said parcel of land for the Utility Easement being described in Exhibit "A" which is attached hereto and made a part hereof.

In executing the above easement the Grantor and the Grantee hereby covenant and agree that the Grantee shall not use the above-described property for purposes inconsistent with the location, construction, operation and maintenance of utility lines and related facilities. Grantee shall also have the right to cut down, trim, or otherwise maintain any foliage, undergrowth, or trees throughout the easement area and extending to five (5) feet on each side of the above-referenced easement area which may interfere with the Grantee's use of the easement area.

The Grantor for itself, its successors and assigns, hereby covenants and agrees that the Grantor shall not erect any building or other permanent structure over or upon the easement area. Easily removable improvements, such as paving with asphalt, may be constructed with prior consent of the Grantee, and the Grantee shall not be liable or obligated for the cost of any repairs or replacement of any improvements which were constructed or erected thereon which may be required as a result of the Grantee's uncovering any of its utility lines or related facilities or exercising any of the other rights granted herein.

Subject to the limitations of Section 768.28, Florida Statutes, (2006) Grantee shall protect, indemnify, defend, and hold harmless Grantor from and against all losses, costs, damages, expenses, and liability arising from any negligence on the part of Grantee or its employees, agents, contractors, and/or invitees associated with the exercise of any rights granted herein.

IN WITNESS WHEROF, the Grantor has executed this instrument this _____ day of _____, 2016.

Signed, Sealed, and Delivered
In the presence of:

GRANTOR:
Board of County Commissioners
Escambia County, Florida

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Feb. 9, 2016

ACCEPTANCE

THIS UTILITY EASEMENT was accepted for public use by the Executive Director of the Emerald Coast Utilities Authority on this _____ day of _____, 2016.

EMERALD COAST UTILITIES AUTORITY

By: _____
Stephen Sorrell, Executive Director

ATTEST:

By: _____

Prepared by
and return to: Emerald Coast Utilities Authority
at address: 9300 Sturdevant Street
P.O. Box 15311
Pensacola, FL 32514-0311

EXHIBIT "A"

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

ECUA GENERAL UTILITY EASEMENT

A PARCEL OF LAND LYING IN THE SOUTHEAST CORNER OF THAT PROPERTY KNOWN AS BRENT ATHLETIC PARK AS OWNED BY ESCAMBIA COUNTY, FLORIDA HAVING A PARCEL I.D. OF 46-1S-30-1105-000-000, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST R/W LINE OF "W" STREET (80' R/W) AND THE NORTH R/W LINE OF BAYLISS COURT (57' R/W); THENCE PROCEED SOUTH 30 DEGREES 47 MINUTES 43 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 28.97 FEET; THENCE PROCEED SOUTH 74 DEGREES 27 MINUTES 04 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 31.03 FEET; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 47 DEGREES 48 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 38.17 FEET; THENCE PROCEED NORTH 65 DEGREES 16 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 18.11 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 0.009 ACRES, MORE OR LESS.

ECUA Utility Easement



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 2/16/16 DISTRICT 3

ECUA Utility Easement Area at Brent Athletic Park

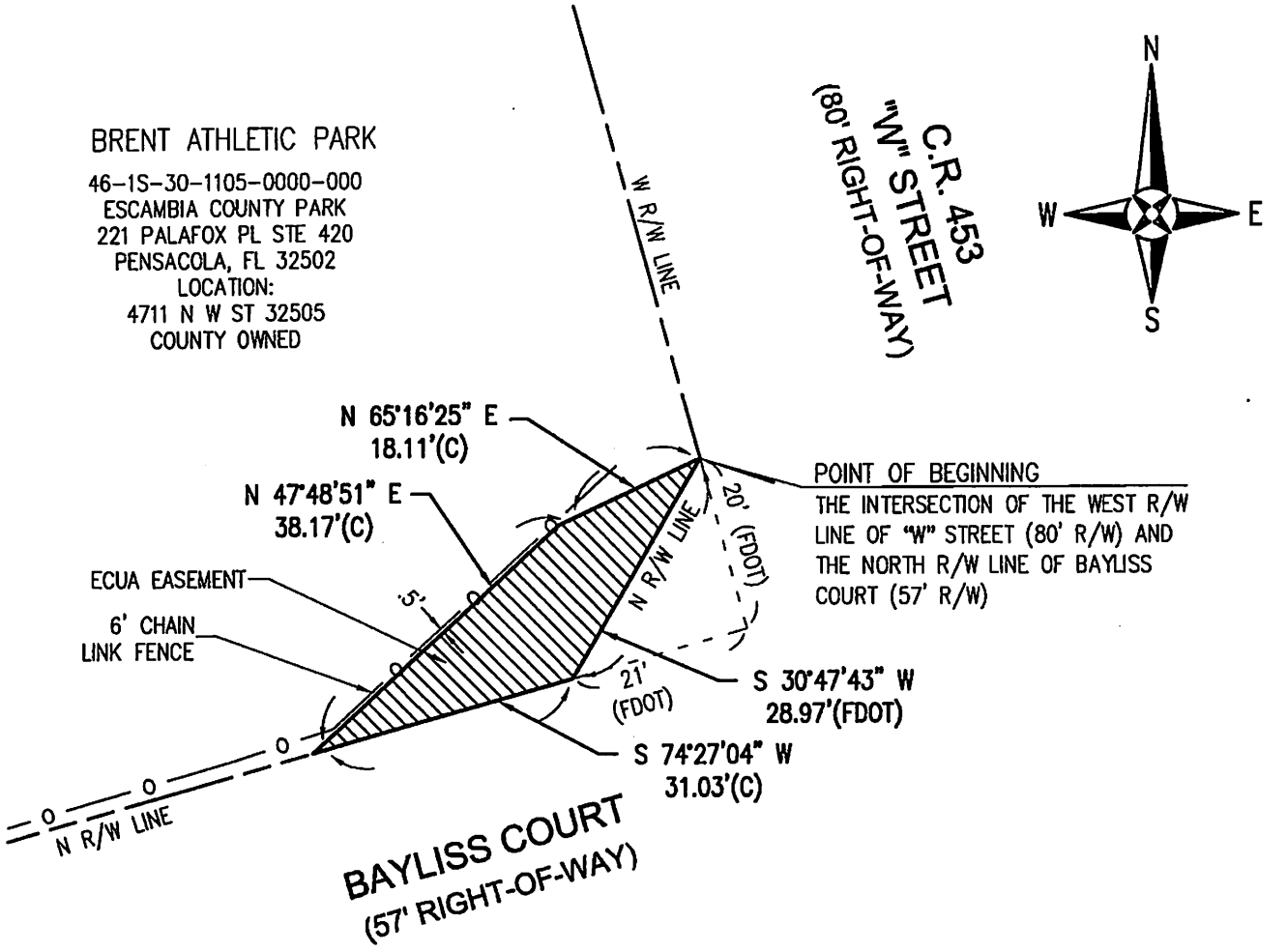
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 00009657 LB 7916

DESCRIPTION & SKETCH

PREPARED FOR: EMERALD COAST UTILITIES AUTHORITY

REQUESTED BY: MR. CORY SNYDER

PROJECT:	2015.114
FIELD SURVEY DATE:	
SECTION:	46
TOWNSHIP:	1 SOUTH
RANGE:	30 WEST
COUNTY:	ESCAMBIA



POINT OF BEGINNING
THE INTERSECTION OF THE WEST R/W LINE OF "W" STREET (80' R/W) AND THE NORTH R/W LINE OF BAYLISS COURT (57' R/W)

LEGEND:

(C)	DENOTES CALCULATED
C.R.	DENOTES COUNTY ROAD
ECUA	DENOTES EMEARLD COAST UTILITY AUTHORITY
(FDOT)	DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION
R/W	DENOTES RIGHT OF WAY
▨	DENOTES ECUA EASEMENT AREA

HORIZONTAL SCALE

0 10 20 40

(IN FEET)
1 INCH = 20 FT.

ADDRESS: 4711 NORTH W STREET

SEE SHEET 2 OF 2 FOR DESCRIPTION & NOTES

REVISIONS			
NO.	BY	DESCRIPTION	DATE

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MARK A. NORRIS
FLORIDA REGISTRATION NO. 6211 11/6/15

MARK A. NORRIS
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
STATE OF FLORIDA

CHECKED BY:	MAN
SCALE:	1" = 20'
F.B.	PAGE
DRAWN BY:	JDC
SHEET:	1 OF 2

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2301 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.438.0400 Fax 850.438.0448
EB 00009657 LB 7916

DESCRIPTION & SKETCH

PREPARED FOR: EMERALD COAST UTILITIES AUTHORITY

REQUESTED BY: MR. CORY SNYDER

PROJECT:	2015.114
FIELD SURVEY DATE:	
SECTION:	46
TOWNSHIP:	1 SOUTH
RANGE:	30 WEST
COUNTY:	ESCAMBIA

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

ECUA GENERAL UTILITY EASEMENT

A PARCEL OF LAND LYING IN THE SOUTHEAST CORNER OF THAT PROPERTY KNOWN AS BRENT ATHLETIC PARK AS OWNED BY ESCAMBIA COUNTY, FLORIDA HAVING A PARCEL I.D. OF 46-1S-30-1105-000-000, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WEST R/W LINE OF "W" STREET (80' R/W) AND THE NORTH R/W LINE OF BAYLISS COURT (57' R/W); THENCE PROCEED SOUTH 30 DEGREES 47 MINUTES 43 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 28.97 FEET; THENCE PROCEED SOUTH 74 DEGREES 27 MINUTES 04 SECONDS WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 31.03 FEET; THENCE DEPARTING SAID NORTH LINE PROCEED NORTH 47 DEGREES 48 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 38.17 FEET; THENCE PROCEED NORTH 65 DEGREES 16 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 18.11 FEET TO THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 46, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINING 0.009 ACRES, MORE OR LESS.

GENERAL NOTES:

1. NORTH AND THE SURVEY DATUM SHOWN HEREON IS REFERENCED TO THE THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83) AND WAS DERIVED UTILIZING A GLOBAL POSITIONING SYSTEM (GPS) TOPCON HIPER II GEODETIC DUAL FREQUENCY RECEIVER. THE RECEIVER WAS USED IN A REAL-TIME KINEMATIC (RTK) MODE UTILIZING TRANSPORT OF RTCM VIA INTERNET PROTOCOL (NTRIP) THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION, A COOPERATIVE NETWORK WITH THE NATIONAL GEODETIC SURVEY'S NATIONAL CORS (CONTINUOUSLY OPERATING REFERENCE STATION) NETWORK; A COPY OF THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 48511-2603, SHEET 2 OF 13, "W" STREET EXTENSION-FROM FAIRFIELD DR TO PALAFOX HWY., DATED 6-4-76, LAST REVISED ON 9-25-76, A COPY OF THE BRENTWOOD PARK SUBDIVISION PLAT AS RECORDED IN PLAT BOOK 1, PAGE 11A OF THE OFFICIAL RECORDS OF ESCAMBIA COUNTY, FLORIDA, DEEDS OF RECORD, AND EXISTING FIELD MONUMENTATION.
2. MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS AND ARE EXPRESSED IN DECIMAL OF FEET.
3. STRUCTURE DIMENSIONS DO NOT INCLUDE THE EAVE OVERHANG OR FOUNDATION FOOTINGS.
4. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.
5. NO TITLE SEARCH, TITLE OPINION, OR ABSTRACT WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, BUILDING SETBACKS, RESTRICTIVE COVENANTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OR USE OF THE SUBJECT PROPERTY.
9. THIS SURVEY DOES NOT REPRESENT NOR GUARANTEE OWNERSHIP.

CHECKED BY:	MAN
SCALE:	20'
F.B. 15-07 PAGE	50-51
DRAWN BY:	JDC
SHEET:	2 OF 2

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9846 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/03/2016
Issue: Conveyance of a Utility Easement to Emerald Coast Utilities Authority (ECUA) for Lift Station 94
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Conveyance of a Utility Easement to Emerald Coast Utilities Authority for Lift Station 94 - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the conveyance of a utility easement for Lift Station 94, containing 0.056 acres, located in Copper Forest Estates, to Emerald Coast Utilities Authority (ECUA):

A. Approve the Utility Easement for Lift Station 94, containing 0.056 acres and located in Copper Forest Estates, to Emerald Coast Utilities Authority (ECUA); and

B. Authorize the Chairman to sign, subject to Legal review and sign-off, the necessary documents granting the utility easement to ECUA.

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

BACKGROUND:

Copper Forest Estates is a platted subdivision located off Pine Forest Road and was recorded in Plat Book 13 Page 46 in 1989. Lot 8, Block "C", was platted as a private retention pond for the subdivision. In October 1991, Escambia County accepted the ponds in Copper Forest Estates and the Copper Forest Estates First Addition Pond.

Lift Station 94 already existed on Lot 8, Block "C" when the County accepted the retention pond. ECUA is now requesting an easement to legally access their lift station.

BUDGETARY IMPACT:

All costs associated with accepting and recording of documents will be borne by ECUA.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Utility 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:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval and execution of the documents by the Chairman, staff will transfer the documents to ECUA for acceptance and recording in the public records of Escambia County, Florida. County staff will continue to coordinate with ECUA in meeting their requirements.

Attachments

Utility Easement
1991 BCC Action
Aerial Map
Copper Ridge Plat

This document was prepared by:
Richard D. Barlow, Esq.
Odom & Barlow, P.A.
1800 North E Street
Pensacola, Florida 32501
(850) 434-3527

STATE OF FLORIDA
COUNTY OF ESCAMBIA

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this _____ day of _____, 2016, by Escambia County, a political subdivision of the State of Florida whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor) and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, of the State of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (Grantee).

WITNESSETH:

WHEREAS, Grantor owns real property located in Escambia County, Florida near Copper Ridge Road upon which Grantor operates and maintains a water holding pond; and

WHEREAS, Grantee operates a sanitary sewer lift station on said real property; and

WHEREAS, Grantor and Grantee desire to formally recognize the placement of Grantee's lift station; and

WHEREAS, Grantor and Grantee desire to set forth certain conditions that will enable both parties to utilize the real property;

NOW, THEREFORE, in consideration of one dollar ($1.00) and other good and valuable consideration, Grantor does hereby grant, bargain, convey, transfer, and deliver to Grantee, a non-exclusive and perpetual utility easement over the real property described below for the purposes of constructing and maintaining a sanitary sewer lift station and utility lines, together with the right of ingress and egress over and across the easement area and the right to excavate, construct and maintain the sanitary lift station and utility lines:

See attached Exhibit A

Grantor also does hereby grant, bargain, convey, transfer, and deliver to Grantee the right to clear, keep clear, and remove from the easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the easement area or any structures installed thereon by Grantee. Grantor further agrees that Grantee's right to remove trees, undergrowth, and other obstructions extends five (5) feet on all of Grantor's property contiguous to the easement area.

Grantor, its successors and assigns, agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the easement area that may interfere with the location, excavation, operation or maintenance of the sanitary sewer lift station or utility lines. Easily removable improvements, such as fences, may be constructed with the prior written consent of Grantee.

In the event Grantee desires to conduct any construction or modification of the lift station, it shall coordinate those efforts with the Grantor in an effort to ensure that such construction or modification shall not interfere with Grantor's use of its property.

This document was prepared by:
Richard D. Barlow, Esq.
Odom & Barlow, P.A.
1800 North E Street
Pensacola, Florida 32501
(850) 434-3527

STATE OF FLORIDA
COUNTY OF ESCAMBIA

UTILITY EASEMENT

THIS UTILITY EASEMENT is made this _____ day of _____, 2016, by Escambia County, a political subdivision of the State of Florida whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor) and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, of the State of Florida, whose address is 9255 Sturdevant Street, Pensacola, Florida 32514 (Grantee).

WITNESSETH:

WHEREAS, Grantor owns real property located in Escambia County, Florida near Copper Ridge Road upon which Grantor operates and maintains a water holding pond; and

WHEREAS, Grantee operates a sanitary sewer lift station on said real property; and

WHEREAS, Grantor and Grantee desire to formally recognize the placement of Grantee's lift station; and

WHEREAS, Grantor and Grantee desire to set forth certain conditions that will enable both parties to utilize the real property;

NOW, THEREFORE, in consideration of one dollar ($1.00) and other good and valuable consideration, Grantor does hereby grant, bargain, convey, transfer, and deliver to Grantee, a non-exclusive and perpetual utility easement over the real property described below for the purposes of constructing and maintaining a sanitary sewer lift station and utility lines, together with the right of ingress and egress over and across the easement area and the right to excavate, construct and maintain the sanitary lift station and utility lines:

See attached Exhibit A

Grantor also does hereby grant, bargain, convey, transfer, and deliver to Grantee the right to clear, keep clear, and remove from the easement area, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the easement area or any structures installed thereon by Grantee. Grantor further agrees that Grantee's right to remove trees, undergrowth, and other obstructions extends five (5) feet on all of Grantor's property contiguous to the easement area.

Grantor, its successors and assigns, agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the easement area that may interfere with the location, excavation, operation or maintenance of the sanitary sewer lift station or utility lines. Easily removable improvements, such as fences, may be constructed with the prior written consent of Grantee.

In the event Grantee desires to conduct any construction or modification of the lift station, it shall coordinate those efforts with the Grantor in an effort to ensure that such construction or modification shall not interfere with Grantor's use of its property.

Subject to the limitations of Section 768.28, Florida Statutes, (2006) Grantee shall protect, indemnify, defend, and hold harmless Grantor from and against all losses, costs, damages, expenses, and liability arising from any negligence on the part of Grantee or its employees, agents, contractors, and/or invitees associated with the exercise of any rights granted herein.

IN WITNESS WHEROF, the Grantor has executed this instrument this _____ day of _____, 2016.

Signed, Sealed, and Delivered
In the presence of:

GRANTOR:
Board of County Commissioners
Escambia County, Florida

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Feb. 16, 2016

_____
Deputy Clerk

ACCEPTANCE

THIS UTILITY EASEMENT was accepted for public use by the Executive Director of the Emerald Coast Utilities Authority on this _____ day of _____, 2016.

EMERALD COAST UTILITIES AUTHORITY

By: _____
Stephen Sorrell, Executive Director

ATTEST:

By: _____

EXHIBIT A

A PORTION OF LOT 8, BLOCK C, COPPER FOREST ESTATES, A SUBDIVISION OF A PORTION OF SECTIONS 37 & 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, AS RECORDED IN PLAT BOOK 13, AT PAGE 46, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 4" X 4" CONCRETE MONUMENT AT THE INTERSECTION OF THE EAST LINE OF SECTION 37, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND THE SOUTH LINE OF COPPER FOREST ESTATES AS RECORDED IN PLAT BOOK 13, AT PAGE 46 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 842.95 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE LAST COURSE PROCEED NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 140.00 FEET TO A 4" X 4" CONCRETE MONUMENT AT THE SOUTHWEST CORNER OF THE AFORESAID COPPER FOREST ESTATES, SAID SOUTHWEST CORNER ALSO LYING ON THE SOUTH RIGHT-OF-WAY (R/W) LINE OF COPPER RIDGE DRIVE (60' R/W) AND A NON-TANGENT POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 189.54 FEET, A DELTA ANGLE OF 34°48'04", A CHORD BEARING AND DISTANCE OF NORTH 71 DEGREES 58 MINUTES 36 SECONDS EAST, 113.36 FEET; THENCE DEPARTING SAID SOUTH LINE PROCEED NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH R/W LINE FOR A DISTANCE OF 115.13 FEET TO A POINT OF TANGENCY; THENCE PROCEED NORTH 54 DEGREES 34 MINUTES 34 SECONDS EAST ALONG SAID SOUTH R/W LINE FOR A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID SOUTH R/W LINE PROCEED SOUTH 35 DEGREES 25 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 27.43 FEET; THENCE PROCEED SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 24.30 FEET TO THE SOUTH LINE OF THE AFORESAID COPPER FOREST ESTATES AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 37, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.056 ACRES MORE OR LESS

PUBLIC SERVICE COMMITTEE REPORT - Continued

II. REGULAR AGENDA - Continued

2. The Board:

A. Upheld staff's administrative decision and denied the application from Mr. John Galloway, Galloway Construction & Consulting Company, for a permit for the removal of five (5) protected pecan trees at Turner Auto Sales, 6230 North Palafox Street; and

B. Authorized staff to work with the owners in getting the trees trimmed in an appropriate manner to protect their property and the property of others.

For Information: The Board:

A. Was advised by County Administrator Peacock that the subject property was zoned R-5, Urban Residential/Limited Office District, with a Mixed Use land use designation which would not be suitable for a car lot; therefore, it was "grandfathered" and could not reopen if it every ceased operation; and

B. Heard comments from the following four (4) individuals:

Mr. John Galloway, Turner Auto Sales;
Ms. Clare M. Davis, Citizens for Trees;
Mr. Gordon Godfrey, North Palafox Street; and
Mr. Mike Turner, Bayou Boulevard.

*****

COUNTY ADMINISTRATOR'S REPORT - Presented by County Administrator Wayne Peacock

6 The Board accepted the private retention pond in Copper Forest Estates Subdivision, and the private retention pond in Copper Forest Estates Subdivision, 1st Addition, for County maintenance, subject to the owners (Homeowners Association) accomplishing the County requirements, as follows:

A. Copper Forest Estates Retention Pond:

(1) Pay the retention pond maintenance fee of $1,333.33; and

(2) Provide the County with a Warranty Deed covering the pond, and provide the drainage easement covering the overflow pipe running from the pond to Man-O-War Circle; and

B. Copper Forest Estates, 1st Addition, Retention Pond:

(1) Pay the retention pond maintenance fee of $1,000 (minimum fee allowable); and

(2) Provide the County with a Warranty Deed covering the pond.

(Continued on Page 17.)

COUNTY ADMINISTRATOR'S REPORT - Continued

6. Continued...

For Information: The Board:

A. Was advised by Commissioner Robertson that the remaining County requirements, recommended by staff, would be accomplished with the retention pond maintenance fees;

B. Heard the suggestion of Commissioner Robertson that, in the future, when the County accepted roads and drainage, it should also accept the holding ponds; and

C. Heard comments from the following two (2) individuals:

Mr. Darby Chastain, Copper Ridge Circle; and
Mr. Keith Waters, Copper Ridge Circle.

*****

PUBLIC SERVICE COMMITTEE REPORT - Continued

II. REGULAR AGENDA - Continued

3. FOR INFORMATION: The Board was advised that the Public Service Committee discussed an information report from Mr. Clifton "Travis" Windham, Director, Developmental Services, dated October 4, 1991, concerning the drainage problems in the Stillbridge Subdivision, and was advised the County is only liable for surface water and the underground groundwater damage problems are a matter for the homeowners to handle.

4. The Board took the following action relative to the Holding Pond Number I Excavation Contract with Curtis Lee Landscape and Clearing at Ellyson Industrial Park (Index Code 467993 for $36,500):

A. Approved Change Order Number 1 for the Pond I Excavation Contract with Curtis Lee Landscape and Clearing in the amount of $8,500;

B. Waived the bid requirements of the Purchasing Ordinance and entered into an agreement with Curtis Lee Landscape and Clearing to excavate an additional 35,000 cubic yards of dirt at the same rate of 85 cents per cubic yard as in the original agreement, with the total cost not to exceed $28,000; and

C. Added an additional ninety (90) days for completion of the Contract.

5. The Board took the following action concerning the Escambia River Channel Maintenance Dredging Project by the U.S. Army Corps of Engineers:

A. Approved participation in a U.S. Army Corps of Engineers' maintenance dredging project to remove shoaling from the Escambia River channel; and

B. Authorized the Chairman to sign the letter to the U.S. Army Corps of Engineers.

ECUA Lift Station 94



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

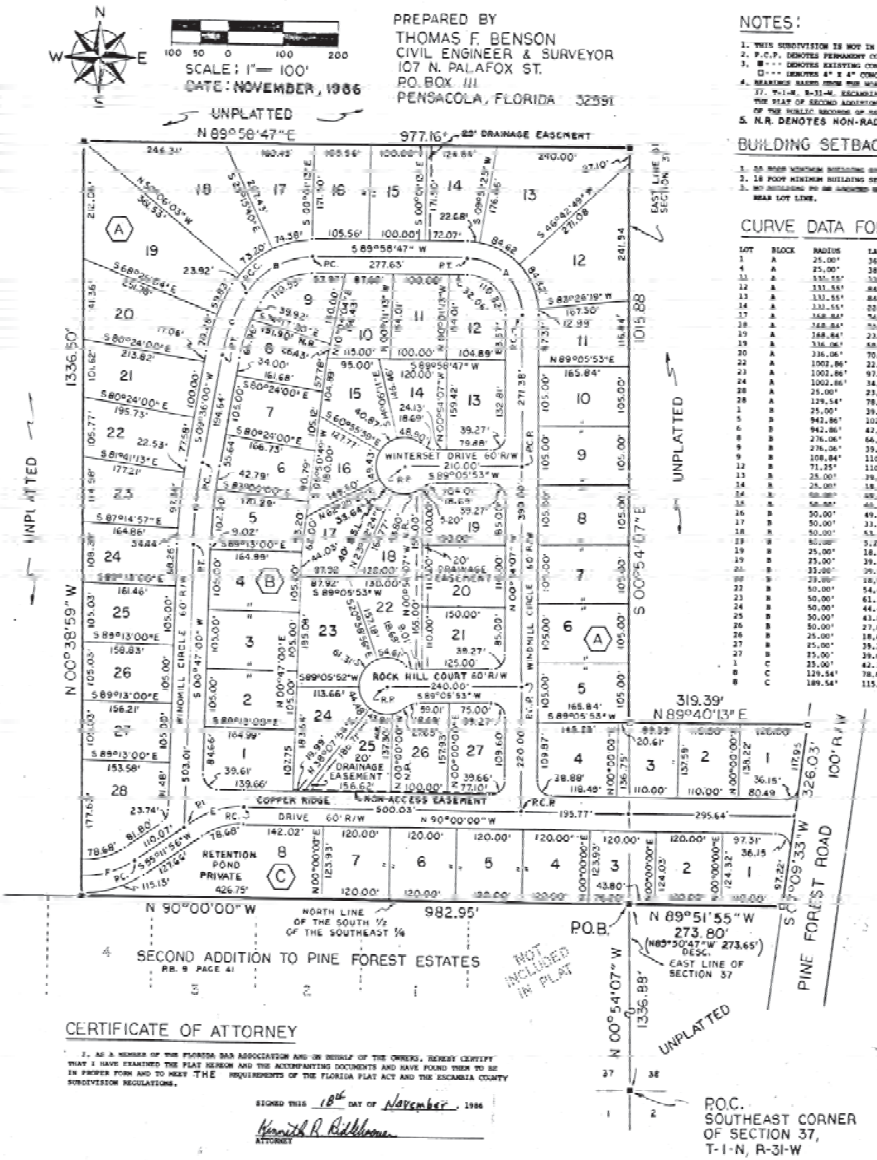
SSW 2/17/16 DISTRICT 5

Lot 8, Block "C" - County Retention Pond

ECUA Easement Area

COPPER FOREST ESTATES

A SUBDIVISION OF A PORTION OF SECTIONS 37 & 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.



PREPARED BY
THOMAS F. BENSON
CIVIL ENGINEER & SURVEYOR
107 N. PALAFOX ST.
P.O. BOX 111
PENSACOLA, FLORIDA 32591

NOTES:

1. THIS SUBDIVISION IS NOT IN THE 100 YEAR FLOOD PRONE AREA.
2. P.C.P. DENOTES PERMANENT CONTROL POINT.
3. ● - - - DENOTES EXISTING CONCRETE MONUMENT (4" X 4")
   □ - - - DENOTES 4" X 4" CONCRETE MONUMENT NO. 1041
4. BEARINGS BASED FROM THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 37, T-1-N, R-31-W, ESCAMBIA COUNTY, FLORIDA AS BEING NORTH 89°58'47" EAST, ACCORDING TO THE PLAT OF SECOND ADDITION TO PINE FOREST ESTATES AS RECORDED IN PLAT BOOK 9 AT PAGE 41 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
5. N.R. DENOTES NON-RADIAL LINES.

BUILDING SETBACK REQUIREMENTS

1. 35 FOOT MINIMUM BUILDING SETBACK FROM STREET RIGHT-OF-WAYS, EXCEPT AS INDICATED.
2. 15 FOOT MINIMUM BUILDING SETBACK FROM SIDE STREET RIGHT-OF-WAYS.
3. NO BUILDING TO BE ERECTED NEARER THAN 5 FEET TO AN INTERIOR SIDE LOT LINE OR INTERIOR REAR LOT LINE.

CURVE DATA FOR LOT LINES

LOT	BLOCK	RADIUS	LA	Δ	T	CHORD	CHORD BEARING
1	A	25.00'	36.15'	82°50'23"	22.06'	33.08'	S 48°34'47" W
4	A	25.00'	38.88'	89°05'53"	24.61'	35.08'	N 45°27'04" W
11	A	350.55'	53.80'	08°47'38"	26.97'	53.75'	N 03°43'28" W
12	A	333.55'	86.32'	36°58'30"	43.67'	86.09'	N 22°53'28" W
13	A	333.55'	84.63'	36°56'26"	43.65'	84.39'	N 59°52'26" W
14	A	333.55'	83.68'	36°51'06"	43.27'	83.47'	N 82°42'53" W
17	A	368.84'	94.36'	36°34'39"	47.80'	94.09'	N 85°04'54" W
18	A	368.84'	53.20'	08°16'02"	26.68'	53.15'	S 77°31'27" W
19	A	368.84'	23.83'	03°42'01"	11.92'	23.82'	S 73°10'02" W
19	A	336.06'	58.83'	10°02'06"	29.49'	58.75'	S 73°40'38" W
20	A	336.06'	70.28'	11°58'56"	35.27'	70.15'	S 59°35'28" W
21	A	1002.86'	22.53'	01°17'15"	11.26'	22.52'	S 54°37'24" W
23	A	1002.86'	97.36'	05°33'44"	48.72'	97.32'	S 58°31'49" W
24	A	1002.86'	34.44'	01°58'03"	17.22'	34.44'	S 61°46'15" W
28	A	25.00'	23.74'	54°24'56"	12.85'	22.86'	S 27°59'28" W
28	A	129.54'	78.68'	34°48'04"	40.60'	77.48'	S 72°35'58" W
1	B	25.00'	39.61'	90°47'00"	25.34'	35.60'	N 44°36'30" W
5	B	942.86'	102.30'	06°13'00"	51.20'	102.25'	N 03°53'30" E
6	B	942.86'	42.79'	02°36'00"	21.40'	42.78'	N 08°18'00" E
8	B	276.06'	66.96'	13°53'43"	33.65'	66.80'	N 16°32'52" E
9	B	276.06'	39.92'	08°17'07"	19.99'	39.88'	N 27°38'27" E
11	B	108.84'	110.55'	58°11'47"	60.58'	105.86'	N 60°53'53" E
12	B	71.25'	110.82'	89°07'06"	70.16'	99.98'	S 45°27'40" E
13	B	25.00'	39.27'	90°00'00"	25.00'	35.36'	S 44°05'53" W
14	B	25.00'	18.48'	42°20'00"	9.61'	18.06'	S 69°25'53" W
15	B	50.00'	88.80'	101°47'00"	78.00'	77.60'	N 39°05'53" W
16	B	50.00'	49.41'	56°38'34"	26.95'	47.44'	S 62°24'55" W
17	B	50.00'	33.64'	38°33'03"	17.49'	33.01'	S 46°51'05" E
18	B	50.00'	17.78'	20°22'43"	8.99'	17.68'	S 80°04'02" E
19	B	50.00'	5.20'	05°57'49"	2.60'	5.20'	N 49°14'44" E
19	B	25.00'	18.69'	42°50'00"	9.81'	18.26'	N 67°40'52" E
20	B	25.00'	39.27'	90°00'00"	25.00'	35.36'	S 45°54'07" E
21	B	25.00'	39.27'	90°00'00"	25.00'	35.36'	S 44°05'53" W
22	B	25.00'	18.85'	43°00'00"	9.85'	18.26'	N 69°29'05" W
22	B	50.00'	54.61'	62°34'49"	30.39'	51.94'	N 79°21'31" W
23	B	50.00'	61.31'	70°15'11"	35.18'	57.54'	S 54°13'26" W
24	B	50.00'	44.48'	50°63'59"	23.83'	43.02'	S 26°23'02" E
25	B	50.00'	41.81'	47°13'35"	22.42'	42.42'	S 76°38'16" E
26	B	50.00'	27.63'	31°10'41"	14.18'	27.28'	S 62°08'43" E
27	B	25.00'	18.69'	42°50'00"	9.81'	18.26'	N 67°40'52" E
27	B	25.00'	39.27'	90°00'00"	25.00'	35.36'	S 45°54'07" E
28	B	25.00'	39.66'	90°54'07"	25.40'	35.63'	S 44°53'57" W
1	C	25.00'	42.39'	97°09'33"	28.24'	37.49'	N 41°25'14" W
8	C	129.54'	78.68'	34°48'04"	40.60'	77.48'	S 72°35'58" W
8	C	189.54'	115.15'	34°48'04"	59.40'	113.36'	S 72°35'58" W

CENTERLINE CURVE DATA

CURVE	RADIUS	LA	Δ	T
A	101.55'	157.98'	89°03'06"	100.00'
B	138.84'	141.02'	58°11'47"	77.27'
C	306.06'	118.58'	22°11'00"	60.00'
D	972.86'	149.70'	08°49'00"	75.00'
E	159.54'	96.97'	34°48'04"	50.00'
F	189.54'	95.9[illegible]	[illegible]	50.00'

	CHORD	CHORD BEARING
A	142.51'	N 45°27'40" W
B	135.04'	N 60°25'54" E
C	117.76'	N 20°41' 30" E
D	149.56'	N 09° 11' 30" E
E	95.42'	N 72°35' 58" E
F	95.42'	N 72°35' 58" E

CERTIFICATE OF ATTORNEY

I, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER FORM AND TO MEET THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY SUBDIVISION REGULATIONS.

SIGNED THIS 18th DAY OF November, 1986

Kenneth R. Bebbington
ATTORNEY

CERTIFICATE OF APPROVAL

EXAMINED AND APPROVED BY:

[illegible] 1-9-87
COUNTY SURVEYOR — DATE

[illegible] 1-9-87
COUNTY PLANNER — DATE

OWNERS: CHARLES DARRELL GOOKEN & DON C. PAEDAE, 4400 BAYOU BLVD., SUITE 12-A, PENSACOLA, FLORIDA 32503

MORTGAGEE: FIRST FLORIDA BANK, 5041 BAYOU BLVD., PENSACOLA, FLORIDA 32503

DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 37, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN [illegible] ALONG THE EAST LINE OF SAID SECTION FOR A DISTANCE OF 1,336.50 FEET TO THE NORTH LINE OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF SAID SECTION AND POINT OF BEGINNING; THENCE NORTH 90°00'00" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 982.95 FEET; THENCE NORTH 00°38'59" WEST FOR A DISTANCE OF 1,336.50 FEET; THENCE NORTH 89°58'47" EAST FOR A DISTANCE OF 977.16 FEET TO A CONCRETE MONUMENT ON THE EAST LINE OF SAID SECTION; THENCE SOUTH 00°54'07" EAST ALONG SAID EAST LINE OF SECTION FOR A DISTANCE OF 1,015.88 FEET; THENCE NORTH 89°40'13" EAST FOR A DISTANCE OF 319.39 FEET TO THE HISTORIC RIGHT-OF-WAY LINE OF PINE FOREST ROAD (100' R/W); THENCE SOUTH 07°09'33" WEST ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 326.03 FEET; THENCE NORTH 89°20'47" WEST FOR A DISTANCE OF 172.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 37 AND 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 32.26 ACRES.

SURVEYORS CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS A DULY REGISTERED REPRESENTATIVE OF THE LAND SURVEYING; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THE SURVEY DATA COMPLIES WITH THE REQUIREMENTS OF THE FLORIDA PLAT ACT, SECTIONS 177.021 - 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT ALL MONUMENTS (P.R.M.'S) AND MARKERS INDICATED HEREON ACTUALLY EXIST AND THEIR LOCATION, SIZE, AND MATERIAL ARE CORRECTLY SHOWN; THAT THE MEANS DEGREES; THAT BLOCK CORNERS HAVE A RADIUS OF 25 FEET, AND THAT ALL RADII ON THE ROAD SIDE OF THIS CURVE ARE PART OF THE ROAD. THAT THIS PLAT MEETS MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS.

Thomas F. Benson
REGISTERED FLORIDA LAND SURVEYOR NO. 1041

SEAL

DEDICATION

KNOW TO ALL MEN BY THESE PRESENTS THAT CHARLES DARRELL GOOKEN AND DON C. PAEDAE, OWNERS OF THE LAND HEREON DESCRIBED, AND MORTGAGEE HEREON, AND FIRST FLORIDA BANK, AS MORTGAGEE, HEREBY CERTIFY TO THE PUBLIC THE ROADS AND DRAINAGE EASEMENTS AS DESIGNATED ON THIS PLAT OF COPPER FOREST ESTATES IN WITNESS WHEREOF THESE PRESENTS ARE EXECUTED ON THIS 18 DAY OF November, 1986.

Willie G. Perkins — WITNESS — Diane M. Crowley — WITNESS — Charles Darrell Gooken — CHARLES DARRELL GOOKEN

Willie G. Perkins — WITNESS — Diane M. Crowley — WITNESS — Don C. Paedae — DON C. PAEDAE

Willie G. Perkins — WITNESS — Diane M. Crowley — WITNESS — H. Bradham — HERBERT O. FRASHIER, VICE PRESIDENT OF FIRST FLORIDA BANK

SEAL

STATE OF FLORIDA, COUNTY OF ESCAMBIA

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS 18 DAY OF November, 1986 BY CHARLES DARRELL GOOKEN, DON C. PAEDAE, AND HERBERT O. FRASHIER, VICE PRESIDENT OF FIRST FLORIDA BANK.

Trudie A. Bowles
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES September 14, 1989

SEAL

COUNTY COMMISSIONERS CERTIFICATE OF APPROVAL

I, J.A. FLOWERS, COUNTY COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE 6th DAY OF January, 1987 AND WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS COUNTY COMPTROLLER OF SAID BOARD, WAS BY IT INSTRUCTED TO SO CERTIFY HEREON.

J. A. Flowers
COUNTY COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

SEAL

COUNTY COMPTROLLER

I, J.A. FLOWERS, COUNTY COMPTROLLER OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH VARIOUS REQUIREMENTS OF THE FLORIDA PLAT ACT (CHAPTER 177, FLORIDA STATUTES), AND THE SAME WAS FILED FOR RECORD ON THE 9th DAY OF January, 1987 IN PLAT BOOK 13 AT PAGE 46.

J. A. Flowers
COUNTY COMPTROLLER
ESCAMBIA COUNTY, FLORIDA

SEAL

PB 13 PG 46

PLAT BOOK 13 PAGE 46

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9868 **County Administrator's Report** **9. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/03/2016
Issue: Resolution of Support for the Establishment of the Florida Enterprise Fund as proposed by Governor Rick Scott
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Resolution of Support for the Establishment of the Florida Enterprise Fund as Proposed by Governor Rick Scott - Amy Lovoy, Assistant County Administrator

That the Board adopt and authorize the Chairman to sign a Resolution supporting the establishment of the "Florida Enterprise Fund" for the purpose of economic development reform, via a one-time $250 million appropriation by the Florida Legislature, as requested by Governor Rick Scott.

BACKGROUND:

Governor Rick Scott has proposed the creation of the new $250,000,000 Florida Enterprise Fund, seeking to improve the State's competitive advantage in the attraction of businesses and jobs that are currently going to other states. More information regarding his proposal is attached, along with a graphic detailing the other Florida leaders supporting the creation of the Fund.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution of Support was approved by the County Attorney Office as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

If approved and signed, a copy of the Resolution will be sent to the Office of the Governor as confirmation of support.

Attachments

Resolution of Support

FL Enterprise Fund Proposal

RESOLUTION NUMBER R2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING THE ESTABLISHMENT OF THE FLORIDA ENTERPRISE FUND AND THE ONE-TIME LEGISLATIVE APPROPRIATION OF $250 MILLION DOLLARS TO ENSURE LONG-TERM COMPETITIVENESS FOR ECONOMIC DEVELOPMENT IN THE STATE OF FLORIDA; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, economic development is of utmost importance to Escambia County, its municipalities, businesses and citizens; and

WHEREAS, the creation of quality, high wage jobs by existing and new businesses provides a direct, positive impact to our communities and those who live here; and

WHEREAS, economic development and the creation of high wage jobs is a highly competitive undertaking, with communities, regions, and states aggressively leveraging all assets and incentive programs to attract new jobs and investment; and

WHEREAS, despite being the third most populous state in the United States, Florida has considerably less funding available for closing "game changing" job creation projects than other states with which it regularly competes; and

WHEREAS, in acknowledging the competitive nature of economic development, Florida's Governor Rick Scott has proposed the establishment of the Florida Enterprise Fund; and

WHEREAS, Governor Scott is requesting a one-time appropriation by the Florida Legislature of $250 million for the Florida Enterprise Fund; and

WHEREAS, the proposed Florida Enterprise Fund improves the State of Florida's return on investment by eliminating the use of waivers and requiring a ten percent (10%) annualized return on top of the original amount invested in a company; and

WHEREA S, the proposed Florida Enterprise Fund improves accountability by requiring that any funding in excess of $1 million must additionally have the approval of the Speaker of the Florida House and the President of the Florida Senate, as well as the Governor; and

WHEREAS, the proposed Florida Enterprise Fund eliminates bureaucratic hurdles while continuing to ensure that no incentive payments are made until a company satisfies the specific job creation goals included in their contract.

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 incorporate them herein by reference.

Section 2. That the Escambia County Board of County Commissioners hereby expresses its support for the establishment of the Florida Enterprise Fund and the one-time legislative appropriation of $250 million to ensure long-term competitiveness for economic development in the State of Florida.

Section 3. That this resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

Section 4. That the Clerk shall forward a copy of this Resolution to Governor Rick Scott.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/15/16

BCC Approved_____

Moving Florida to 1st in Job Creation

Governor Scott's Proposals to Reform Economic Incentives

Frequently Asked Questions and Answers:

QUESTION: *How much is the Governor proposing to invest in the new Florida Enterprise Fund?*

ANSWER: *Governor Scott is recommending that $250 million be dedicated to the new Florida Enterprise Fund. This new fund would replace the Quick Action Closing Fund and make much needed reforms, including:*

- *Dedicating incentive funding so it can follow a company's decision-making timeline over multiple years instead of reverting funds back to the state at the end of a fiscal year.*
- *Streamlining the authorization process for competitive jobs projects by requiring the Speaker of the House and the President of the Florida Senate to sign off on competitive deals over a million dollars, while eliminating the scheduling of special legislative committee meetings.*
- *Reforming the return on investment requirements of the funding dedicated to competitive jobs projects by requiring a 10 percent annualized return on top of the original amount invested in a company, while eliminating the use of special waivers.*

QUESTION*: How is the Governor proposing to change the competitive project evaluation process with the Florida Enterprise Fund?*

ANSWER: *Currently, competitive projects face several bureaucratic hurdles that create inconsistency and uncertainty for businesses looking to relocate or expand in Florida. Governor Scott is proposing the following revisions with the Florida Enterprise Fund:*

- *Change the requirement from a minimum 5-to-1 return on investment to one where the state gets its incentive money back within 10 years, plus a 10 percent annualized rate of return.*
- *Eliminate the current statutory waivers from Closing Fund project requirements, except the existing waiver for Florida's rural areas of opportunity if the project would significantly benefit the local or regional economy.*

QUESTION*: Why is the Governor not interested in using pay-as-you-go?*

ANSWER: *Governor Scott hears from professional site selectors who are paid by large companies looking to relocate their offices across the country or the world that they look at a state's* ***cash on hand*** *before considering a state for a possible relocation or expansion project.*

Several Site Selectors said they would not recommend a state where there was uncertainty about a company's funding each year. Decision makers in business require certainty around their transactions and the prospect of facing legislative appropriation and approval year-after-year would be a significant hurdle for a state to overcome when they are looking to attract more business.

Moving Florida to 1st in Job Creation

Governor Scott's Proposals to Reform Economic Incentives

Frequently Asked Questions and Answers:

***QUESTION**: With the new Florida Enterprise Fund, what will happen to the millions of dollars sitting in a low-interest/non-state escrow account while companies meet their contractual obligations?*

***ANSWER**: The Florida Enterprise Fund will exist for the sole purpose of encumbering funds and making payments to companies under Quick Action Closing Fund contracts. This would be a state trust fund whose proceeds would earn a higher level of interest than the existing non-state Closing Fund escrow account.*

***QUESTION**: Why does the Governor think it's important to make reforms to the current program by starting a new Florida Enterprise Fund?*

***ANSWER**: Florida's current toolkit is almost bankrupt and its bureaucratic processes put Florida at a competitive disadvantage when competing for jobs prospects against other states. Florida lost competitive projects to states who provide greater resources for attracting major job creators. Projects Florida recently lost include:*

- *The Active Network to Texas - 1,000 jobs;*
- *Mercedes to Georgia - 800 jobs;*
- *Goodrich/UTC to New Mexico - 300 jobs;*
- *Sierra Nevada Corp to Colorado - 200 jobs;*
- *Remington to Alabama - 1,918 jobs.*

***QUESTION**: How will the Governor's new Florida Enterprise Fund help small businesses in Florida?*

***ANSWER**: Smaller projects with proposed awards of $1 million or less will need approval only from the Governor to receive funding. If a competitive project will create 10 jobs or 10,000 jobs, Florida will stand ready to do all it can to bring it to the Sunshine State.*

FLORIDA LEADERS ARE SUPPORTING

GOVERNOR SCOTT'S FLORIDA ENTERPRISE FUND



NORTH/NORTH CENTRAL
Senator Aaron Bean
Representative Janet Adkins
Representative Elizabeth Porter
Representative Lake Ray
Representative Charles Van Zant
Mayor Lenny Curry, Jacksonville
Mayor Nancy Shaver, St. Augustine
Mayor Van Royal, Green Cove Springs
Commissioner Rachel Bennett, St. Johns County
Council Member Aaron Bowman, Jacksonville
City Council President Gregory Anderson, Jacksonville
St. Johns County Board of County Commissioners
Rayonier

NORTHWEST/PANHANDLE
Representative Halsey Beshears
Representative Doug Broxson
Representative Brad Drake
Representative Matt Gaetz
Representative Mike Hill
Representative Jay Trumbull
Representative Michelle Rehwinkel Vasilinda
Mayor Thomas Abbott, Callaway
Mayor Greg Brudnicki, Panama City
Mayor David Cadle, Crestview
Mayor Ashton Hayward, Pensacola
Mayor Van W. Johnson, Apalachicola
Economic Development Council of Okaloosa County
Okaloosa County Board of County Commissioners
Florida's Great Northwest, Inc
Panama City Commission
Washington County Chamber of Commerce
Fort Walton Beach City Council
Bay State Cable Ties

TAMPA BAY AREA
Representative Neil Combee
Representative Keith Perry
Representative Kathleen Peters
Representative Ray Pilon
Representative Jake Raburn
Representative Jimmie Smith
Mayor Shirley Groover Bryant, Palmetto
Mayor Bob Buckhorn, Tampa
Mayor Frank Chillura, Temple Terrace
Mayor Rick Lott, Plant City
Mayor Howard Wiggs, Lakeland
Mayor Rick Kriseman, St. Petersburg
Commissioner Nick Nicholson, Hernando County
Hardee County Board of County Commissioners
Polk County Board of County Commissioners
Manatee County Commissioners
Lakeland Economic Development Council
Tampa Hillsborough Economic Development Corporation
Bradenton Area Economic Development Corporation

ORLANDO/CENTRAL SPACE & TREASURE COASTS
Senator Alan Hays
Senator David Simmons
Representative Dennis Baxley
Representative Jason Brodeur
Representative Travis Cummings
Representative Larry Metz
Representative Charlie Stone
Mayor Buddy Dyer, Orlando
Mayor Jon Netts, Palm Coast
Commissioner Frank Meeker, Flagler County
Commissioner Nate McLaughlin, Flagler County
Brevard County Board of Commissioners
Flagler County Board of County Commissioners
Economic Development Commission of Florida's Space Coast
Volusia County Council
Flagler County Economic Opportunity Advisory Council
Orlando Economic Development Commission
Hispanic Business Initiative Fund
Paragon Plastics
Rapid Prototyping Services

SOUTHWEST
Representative Kenneth Roberson
Representative Kathleen Passidomo
Mayor Nick Batos, Village of Estero
Mayor Anita Cereceda, Fort Myers Beach
Mayor Randall P. Henderson, Jr., Fort Myers
Mayor Ben Nelson, City of Bonita Springs
Mayor Kevin Ruane, Sanibel
Mayor Marni Sawicki, Cape Coral
Mayor John F. Sorey, Naples
Commissioner Brian Hamman, Lee County
Commissioner Cecil Pendergrass, Lee County
Charlotte County Board of County Commissioners
Collier County Board of County Commissioners
Lee County Board of County Commissioners
Bonita Springs Estero Economic Development Council
Bonita Springs Area Chamber of Commerce
Opportunity Naples
Azimuth Technologies

PALM BEACH AREA
Representative Bill Hager
Mayor Jeri Muoio, West Palm Beach
Mayor Susan Haynie, Boca Raton
Commissioner Steven Abrams, Palm Beach County
Commissioner Hal Valeche, Palm Beach County
Northern Palm Beach County Chamber of Commerce
Boca Raton Chamber of Commerce
Business Development Board of Palm Beach County
City Council Member Scott Singer, Boca Raton
Economic Council of Palm Beach County

SOUTH & THE KEYS
Representative Holly Raschein
Mayor Luigi Boria, Doral
Mayor Mike Forster, Islamorada
Mayor Carlos Hernández, Hialeah
Mayor Roberto Martell, Medley
Mayor Tomás Regalado, City of Miami
Mayor Mike Ryan, Sunrise
Mayor George Vallejo, North Miami Beach
Chairman Bob Swindell, Florida Economic Development Council
Commissioner Esteban Bovo, Jr., Miami-Dade County
Commissioner Willy Gort, Miami
Commissioner Chip LaMarca, Broward County
Commissioner Rebeca Sosa, Miami-Dade County
Larry Williams, President & CEO, The Beacon Council
The Beacon Council

JOIN *the* LIST

The names listed above are the Florida leaders who are supporting Governor Rick Scott's Florida Enterprise Fund.

1st FOR JOBS

EXECUTIVE OFFICE *of the* GOVERNOR

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9861 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/03/2016
Issue: First Amended Memorandum of Agreement with Pensacola State College for Use of Community Centers
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First Amended Memorandum of Agreement with Pensacola State College for Use of Community Centers - Michael Rhodes, Parks and Recreation Department Director

That the Board approve and authorize the Chairman to sign the First Amended Memorandum of Agreement between the Escambia County Board of County Commissioners and the District Board of Trustees of Pensacola State College, Florida, to utilize multiple County-owned Community Centers for conducting various continuing education courses as part of their Recreation and Leisure Program at the Pensacola State College Center for Corporate and Professional Development Training Program, for a one-year term plus four successive one-year terms that automatically renew, with an effective date of March 3, 2016. The County will receive 25% of the gross fees collected per student/per class conducted.

[Funding: No additional expenditures anticipated for the execution of this agreement. Fees collected will be deposited into Escambia County Restricted Fund 101]

BACKGROUND:

Pensacola State College is a public educational institution serving the community and citizens of Escambia County. For their efforts in offering continuing education courses, it was determined that adding Escambia County Community Centers would be beneficial for further outreach with their Recreation and Leisure Program, as well as the Corporate and Professional Development Training Program.

Escambia County initially entered into an Agreement on January 22, 2015 with Pensacola State College to utilize the Perdido Key Community Center to conduct various continuing education courses in the College's Recreation and Leisure Program. The First Amendment provides the ability for Escambia County and Pensacola State College to partner in providing quality recreational and professional development programming for residents in multiple locations across Escambia County.

BUDGETARY IMPACT:

No additional expenditures anticipated for the execution of this agreement. Fees collected will be deposited into Escambia County Restricted Fund 101.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office collaborated and prepared the Memorandum of Agreement, and it has been approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Per BCC policy, Board approval is required for execution of all such agreements.

IMPLEMENTATION/COORDINATION:

The Neighborhood and Human Services Department and the Parks and Recreation Department will continue to coordinate with Pensacola State College regarding the successful execution of this agreement.

Attachments

PSC Amended MOA

MOA and REC 1-22-15

For your records. Thank you.
(This is a removable label)

College Contract Number
2015188

STATE OF FLORIDA
COUNTY OF ESCAMBIA

FIRST AMENDED MEMORANDUM OF AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA

THIS AGREEMENT is made and entered into on __ day of _____, 2015 ("Effective Date"), hereby amending and superseding the previous agreement entered into on the 22nd day of January, 2015, by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the District Board of Trustees of Pensacola State College, Florida, a political subdivision of the State of Florida, whose administrative office address is Pensacola State College, 1000 College Boulevard, Pensacola, Florida 32504 (hereinafter referred to as the "College") (each being at times referred to as a "party").

WITNESSETH:

WHEREAS, the College serves the citizens of Escambia County as a public educational institution with a commitment to enhancing internal and external partnerships to further develop capabilities intended to serve students and the community; and

WHEREAS, in order to preserve and expand that mission, the College desires to offer various continuing education courses as part of its Recreation and Leisure Program and its Center for Corporate and Professional Development Training Program; and

WHEREAS, the County is willing to allow the College to utilize County-owned Community Centers to conduct certain continuing education courses subject to the terms provided herein; and

WHEREAS, the County and the College have an existing agreement dated January 22, 2015 related to use of the Perdido Key Community Center; and

WHEREAS, the County and the College wish to expand the existing agreement to allow the College use of all County-owned Community Centers; and

WHEREAS, the Board of County Commissioners has concluded that it is in the best interest of the health, safety and general welfare of the residents of Escambia County to enter into this Agreement with the College.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the College agree as follows:

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

2. Subject to the terms and conditions provided herein, County agrees to allow the College to utilize County-owned Community Centers, more particularly described in **Exhibit A**, attached hereto and incorporated herein, for the purpose of conducting various continuing education courses as part of the Pensacola State College Recreation and Leisure Program and the Pensacola State College Center for Corporate and Professional Development Training Program.The scheduling of classes at the facility shall be subject to the prior approval of the County and may be denied at the County's sole discretion.

3. The College agrees to pay the County 25% of the gross fees collected per student/per class conducted at the facility no later than thirty (30) days after the last class meeting date. College shall submit payments along with an invoice reflecting the amount due and owing and the appropriate supporting documentation indicating the number of courses held at the facility, the number of students registered for each course, and the fees collected per student/per class. Payments shall be in the form of a check made payable to Escambia County.

4. The College agrees to the following:

a) Coordinate facility use and scheduling of class times with the Escambia County Department responsible for the particular facility, either the County Department of Neighborhood and Human Services or the County Department of Parks and Recreation, as designated in **Exhibit A**.
b) Register all students for courses conducted at the facility.
c) Collect all class fees.
d) Determine if a sufficient number of students have registered for a course.
e) Ensure that all instructors and students adhere to any rules applicable to the facility and leave the facility in the same condition as it was prior to the class meeting.
f) Bear all costs to conduct the classes, including, but not limited to, compensating instructors and providing any necessary supplies, equipment, and materials.
g) Provide County with a monthly report detailing the courses scheduled at the facility and the number of students registered for each course.

5. Upon approval of any proposed class schedule/location, the County shall:

a) Provide adequate space and electricity to conduct such class or classes at the facility.
b) Provide College with a Release of Liability to be executed by all students prior to the first class meeting.

6. Term and Termination: This Agreement shall commence upon the Effective Date and continue for a term of one (1) year, whereupon it shall automatically renew for four (4) successive one year (1) terms unless otherwise terminated as provided herein. This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

7. Indemnification: To the extent permitted by law and subject to the limitations set forth in §768.28, Florida Statutes, College agrees to hold harmless and indemnify the County, its employees, officials, representatives, agents, and volunteers from any and all claims, liabilities, expenses and causes of action including providing the County with a legal defense, resulting from the negligence or intentional wrongful acts of its employees, guests or students engaging in use of said County facility.

Nothing herein shall be construed to obligate either party to indemnify or in any other way be liable to pay to any person or entity any amount which exceeds the amount(s) for which either party could be liable under the provisions of Section 768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity beyond that provided in that cited statute, nor will anything herein be read as increasing the liability of either party to any person or entity beyond those limits of liability for which either party could be held liable under that cited statute.

8. Insurance. During the term of this Agreement, the College shall be responsible for maintaining liability insurance coverage for the defense and satisfaction of claims as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by College, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. The College is a qualified self-insurer pursuant to Florida Statutes for general liability and has established a self-insurance fund in lieu of purchasing liability insurance. Said self-insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes applicable to the College. The College shall also be responsible for the defense and satisfaction of all claims under federal or state laws which are not limited by Florida sovereign immunity.

9. 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 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 or Agreements whether oral or written.

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

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 the subject of this Agreement shall be in the County of Escambia.

15. 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 College 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 College 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.

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 of provision.

17. 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.

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. All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

COUNTY:	COLLEGE:
County Administrator	President
221 Palafox Place	Pensacola State College
Post Office Box 1591	1000 College Boulevard
Pensacola, FL 32597	Pensacola, FL 32504

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

20. Relationship of Parties. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the College.

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

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

By:_____
Grover C. Robinson, IV, Chairman

Date:_____

BCC APPROVED:_____

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.
By/Title: M Crawford RLA
Date: 11/27/2014

COLLEGE:
THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA, a political subdivision of the State of Florida

By: _____
C. Edward Meadows, President

22nd dayof January, 2015/6

Approved as to Form:

By: _____
Thomas J. Gilliam, Jr.,General Counsel

Exhibit A

Parks and Recreation **(850) 475-2220**

Community Center	Address	ZIP
Barrineau Park Community Center & Histroical Society	6055 Barrineau Park School Road	Molino, FL 32577
Beulah Sr. Citizen Center	7425 Woodside Drive Pensacola, FL 32526	Pensacola, FL 32526
Byrneville Community Center	1701 Hwy. 4-A	Century, FL 32535
Carver Park Resource Center	208 Webb Street	Cantonment, FL 32533
Davisville Community Center	10200 Hwy. 97N	Davisville, FL 32535
Equestrian Center	7750 Mobile Highway	Pensacola, FL 32526
Marie Ella Davis Community Center	16 Raymond Street	Pensacola, FL 32507
Molino Community Center & Historical Museum	6450 Highway 95-A, N	Molino, FL 32577
Oak Grove Community Center	2550 Highway 99 N	Oak Grove, FL 32568
Quintette Community Center	2490 Quintette Lane	Cantonment, FL 32577
Walnut Hill Community Center & Ruritan Club	7850 Hwy. 97N	Walnut Hill, FL 32535

Neighborhood and Human Services **(850) 595-3123**

Community Center	Address	ZIP
Brownsville Community Center	3200 W. DeSoto Street	Pensacola, FL 32505
Dorrie Miller Community Center	2819 Miller Street	Pensacola, FL 32503
Ebonwood/Oakcrest Community Center	3511 West Scott Street	Pensacola, FL 32505
Englewood Boys and Girls Club	2751 North "H" Street	Pensacola, FL 32501
Englewood Neighborhood Center	2749 North "H" Street	Pensacola, FL 32501
Felix Miga Senior Citzens Center	904 N. 57th Avenue	Pensacola, FL 32506
Lexington Terrace Community Center	700 S. Old Corry Field Road	Pensacola, FL 32507
Marie K. Young/Wedgewood Community Center & Park	6405 Wagner Road	Pensacola, FL 32505
Mayfair Community Center	701 South Madison Drive	Pensacola, FL 32506
Perdido Key Community Center	15500 Perdido Key Drive	Pensacola, FL 32507

Escambia County
Clerk's Original
1/22/2015 CAR I-7

College Contract Number
2015188

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MEMORANDUM OF AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA

THIS AGREEMENT is made and entered into on the 22nd day of Jan., 2015 ("Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502, and the District Board of Trustees of Pensacola State College, Florida, a political subdivision of the State of Florida, whose administrative office address is Pensacola State College, 1000 College Boulevard, Pensacola, Florida 32504 (hereinafter referred to as the "College") (each being at times referred to as a "party").

Date: 1/26/2015 Verified By: J. Caver

WITNESSETH:

WHEREAS, the College serves the citizens of Escambia County as a public educational institution with a commitment to enhancing internal and external partnerships to further develop capabilities intended to serve students and the community; and

WHEREAS, in order to preserve and expand that mission, the College desires to offer various continuing education courses as part of its Recreation and Leisure Program; and

WHEREAS, the County is willing to allow the College to utilize a portion of the Perdido Key Community Center to conduct the continuing education courses subject to the terms provided herein; and

WHEREAS, the Board of County Commissioners has concluded that it is in the best interest of the health, safety and general welfare of the residents of Escambia County to enter into this Agreement with the College.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the College agree as follows:

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

2. Subject to the terms and conditions provided herein, County agrees to allow the College to utilize a portion of the Perdido Key Community Center located at 15500 Perdido Key Drive, more particularly described in **Exhibit A**, attached hereto and incorporated herein, for the purpose of conducting various continuing education courses as part of the Pensacola State College Recreation and Leisure Program. The

scheduling of classes at the facility shall be subject to the prior approval of the County and may be denied at the County's sole discretion.

3. The College agrees to pay the County 25% of the gross fees collected per student/per class conducted at the facility no later than thirty (30) days after the last class meeting date. College shall submit payments along with an invoice reflecting the amount due and owing and the appropriate supporting documentation indicating the number of courses held at the facility, the number of students registered for each course, and the fees collected per student/per class. Payments shall be in the form of a check made payable to Escambia County.

4. The College agrees to the following:

a) Coordinate facility use and scheduling of class times with the Escambia County Department of Community Affairs.
b) Register all students for courses conducted at the facility.
c) Collect all class fees.
d) Determine if a sufficient number of students have registered for a course.
e) Ensure that all instructors and students adhere to any rules applicable to the facility and leave the facility in the same condition as it was prior to the class meeting.
f) Bear all costs to conduct the classes, including, but not limited to, compensating instructors and providing any necessary supplies, equipment, and materials.
g) Provide County with a monthly report detailing the courses scheduled at the facility and the number of students registered for each course.

5. Upon approval of any proposed class schedule/location, the County shall:

a) Provide adequate space and electricity to conduct such class or classes at the facility.
b) Provide College with a Release of Liability to be executed by all students prior to the first class meeting.

6. Term and Termination: This Agreement shall commence upon the Effective Date and continue for a term of one (1) year, whereupon it shall automatically renew for four (4) successive one year (1) terms unless otherwise terminated as provided herein. This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

7. Indemnification: To the extent permitted by law and subject to the limitations set forth in §768.28, Florida Statutes, College agrees to hold harmless and indemnify the County, its employees, officials, representatives, agents, and volunteers from any and all claims, liabilities, expenses and causes of action including providing the County with a legal defense, resulting from the negligence or intentional wrongful acts of its employees, guests or students engaging in use of said County facility.

Nothing herein shall be construed to obligate either party to indemnify or in any other way be liable to pay to any person or entity any amount which exceeds the

amount(s) for which either party could be liable under the provisions of Section 768.28, Florida Statutes, and nothing herein will be read as a waiver of sovereign immunity beyond that provided in that cited statute, nor will anything herein be read as increasing the liability of either party to any person or entity beyond those limits of liability for which either party could be held liable under that cited statute.

8. Insurance. During the term of this Agreement, the College shall be responsible for maintaining liability insurance coverage for the defense and satisfaction of claims as it relates to liability incurred in connection with, or arising out of, any negligence due to an occurrence caused by College, its officials, employees, authorized agents, and authorized representatives with regard to the performance of this agreement. The College is a qualified self-insurer pursuant to Florida Statutes for general liability and has established a self-insurance fund in lieu of purchasing liability insurance. Said self-insurance fund shall provide liability coverage, to the extent permitted by law, for claims arising out of such negligence up to the limits of sovereign immunity as provided for by Florida Statutes applicable to the College. The College shall also be responsible for the defense and satisfaction of all claims under federal or state laws which are not limited by Florida sovereign immunity.

9. 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 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 or Agreements whether oral or written.

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

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 the subject of this Agreement shall be in the County of Escambia.

15. 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 City 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 City 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.

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 of provision.

17. 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.

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. All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

COUNTY:
County Administrator
221 Palafox Place
Post Office Box 1591
Pensacola, FL 32597

COLLEGE:
President
Pensacola State College
1000 College Boulevard
Pensacola, FL 32504

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

20. Relationship of Parties. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the College.

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

Approved as to form and legal sufficiency.

By/Title:
Date: 1/8/15

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: 1/22/2015

BCC APPROVED: 01-22-2015

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

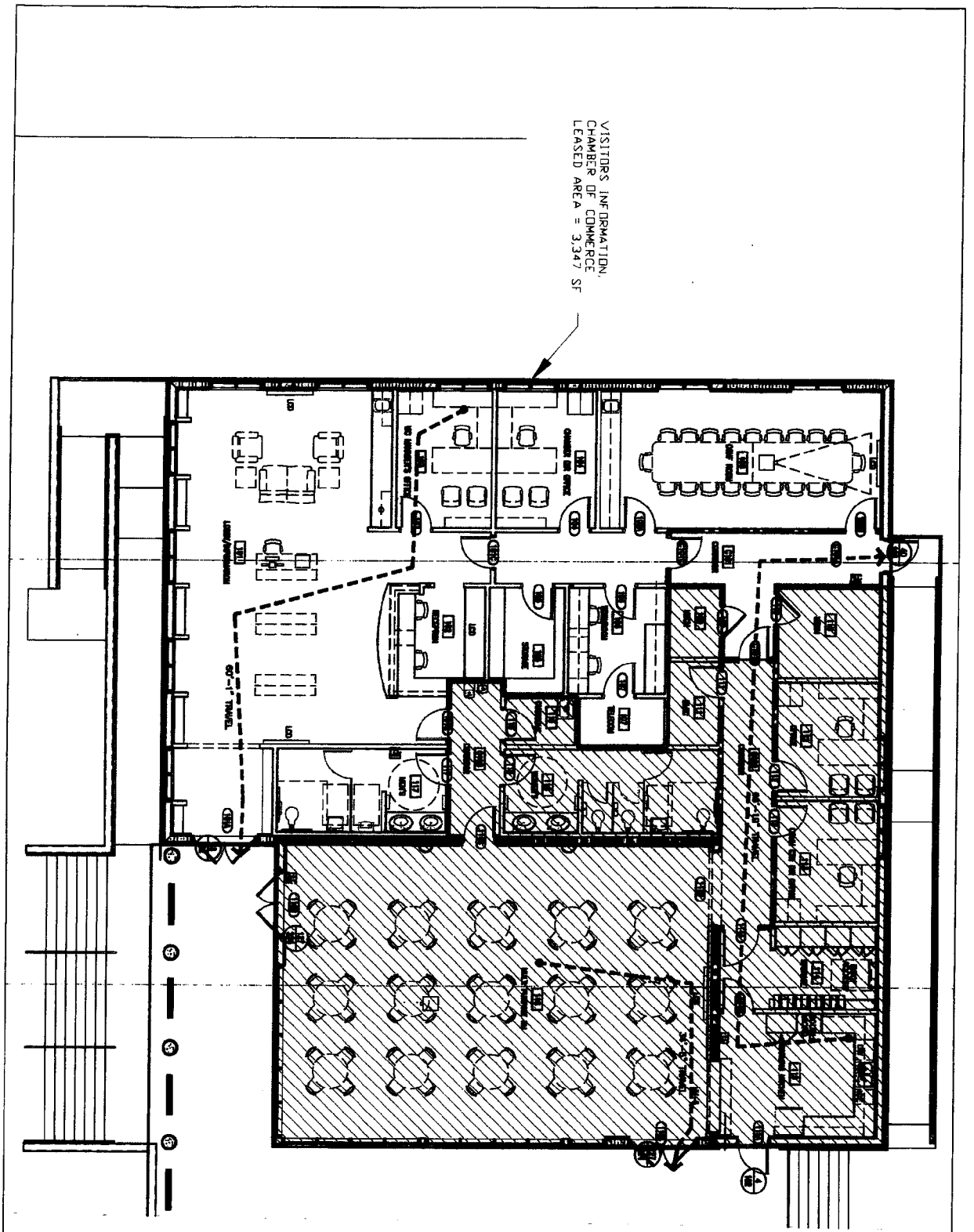
COLLEGE:
THE DISTRICT BOARD OF TRUSTEES OF PENSACOLA STATE COLLEGE, FLORIDA, a political subdivision of the State of Florida

By: _____
C. Edward Meadows, President

13th day of January, 2015

Approved as to Form:

By: _____
Thomas J. Gilliam, Jr., General Counsel



SHEET 1 OF 1	DRAWN BY: BURKE PAGE DATE: 10-10-13 DOAT PROJECT #	ISSUE / REVISION DATES	**Perdido Key Visitors Information, Chamber of Commerce Lease Agreement Floor Plan** for the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS	SEAL

EXHIBIT A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-7520 **County Administrator's Report 11. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 01/22/2015
Issue: Memorandum of Agreement with Pensacola State College for Use of Perdido Key Community Center
From: Marilyn D. Wesley, Department Director
Organization: Community Affairs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Agreement with Pensacola State College for Use of Perdido Key Community Center - Marilyn D. Wesley, Community Affairs Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Agreement between Escambia County and the District Board of Trustees of Pensacola State College Florida, to utilize the non-leased portion of the Perdido Key Community Center for conducting various continuing education courses as part of their Recreation and Leisure Program, for a one-year term plus four successive one-year terms that automatically renew, with an effective date of January 22, 2015. The County will receive 25% of the gross fees collected per student/per class conducted.

[Funding: No additional expenditures anticipated for the execution of this agreement. Fees collected will be deposited into Escambia County Restricted Fund 101, Revenue Code 362006.)

BACKGROUND:

Pensacola State College is a public educational institution serving the community and citizens of Escambia County. For their efforts in offering continuing education courses, it was determined that adding the Perdido Key Community Center would be beneficial for further outreach with their Recreation and Leisure Program.

The Perdido Key Community Center is located in the same building as the Perdido Key Visitors Information Center and the Perdido Key Chamber of Commerce. Outside of the lease agreement with those entities, the remainder of the complex is available for rental use. Although most of the County's community centers are managed via license and management agreements with local neighborhood non-profit groups, the Perdido Key Community Center currently does not have such an agreement in place and is currently managed by the staff of the Department of Community Affairs.

BUDGETARY IMPACT:

No additional expenditures anticipated for the execution of this agreement. Fees collected will be deposited into Escambia County Restricted Fund 101, Revenue Code 362006.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney Office collaborated and prepared the Memorandum of Agreement, and it has been approved as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Per BCC policy, Board approval is required for execution of all such agreements.

IMPLEMENTATION/COORDINATION:

The Department of Community Affairs will continue to coordinate with Pensacola State College regarding the successful execution of this agreement.

Attachments

Memorandum of Agreement with PSC

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9860 **County Administrator's Report 9. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/03/2016
Issue: Community Center License and Management Agreements for County-Owned Facilities
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Center License and Management Agreements for County-Owned Facilities - Michael Rhodes, Parks and Recreation Department Director

That the Board take the following action concerning Community Center License and Management Agreements for County-Owned Community Center Facilities between Escambia County and volunteer not-for-profit organizations:

A. Approve each of the Agreements authorizing license and management of County-owned property for public purposes with the following volunteer not-for-profit organizations:

	Facility	Organization
1	Barrineau Park Community Center & Historical Society	Barrineau Park Historical Society, Inc.
2	Beulah Senior Citizen Center	Beulah Senior Citizens Center, Inc.
3	Ebonwood Community Center	Ebonwood Homeowner & Neighborhood Watch Community, Inc.
4	Englewood Community Center	Boys & Girls Club of the Emerald Coast, Inc.
5	Felix Miga Senior Citizen Center	West Escambia Senior Citizens Organization, Inc.
6	Lexington Terrace Community Center	Collaboration of Community Organizations, Inc.
7	Marie Ella Davis Community Center	Warrington Community Homeowners Association & Neighborhood Watch, Inc.
8	Marie K. Young/Wedgewood Community Center & Park	Wedgewood Community Center Group, Inc.
9	Mayfair Community Center	Mayfair/Oakcrest Neighborhood Watch Association, Inc.
10	Molino Community Center & Historical Museum	Molino Mid-County Historical Society
11	Oak Grove Community Center	Oak Grove Community Center, Inc.

12	Quintette Community Center	Quintette Community Park Association, Inc.
13	Walnut Hill Community Center & Ruritan Club	Walnut Hill Ruritan Club, Inc.
14	Englewood Neighborhood Center	Englewood Neighborhood Improvement Corporation

B. Authorize the Chairman to sign each Community Center License and Management Agreement for the same aforementioned 14 volunteer not-for-profit organizations, effective upon Board approval.

BACKGROUND:

Escambia County has partnered with local, non-profit organizations in the management of Community Centers throughout the County. The organizations use and management of the Community Centers does not constitute any ownership or priority of use of the building. The County's right of use to the community center for public purposes is in no way diminished by partnership with the organization.

Oversight responsibility for the 19 community centers is divided between the Neighborhood & Human Services Department and the Parks & Recreation Department. Currently, 14 not-for-profit organizations are managing County facilities. Staff has worked with the County Attorney's Office to make positive changes to the existing License and Management Agreement. The new Agreements will allow staff to work more effectively with existing and future non-profit organizations by providing programming opportunities and resources for the citizens of Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Community Center License and Management Agreement was prepared in conjunction with the County Attorney's Office, and has been approved for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for License and Management Agreements for County property, as well as for the authorization of the Chairman's signature on the License and Management Agreements.

IMPLEMENTATION/COORDINATION:

The Parks and Recreation Department and the Neighborhood and Human Services Department will coordinate all efforts between Escambia County and the not-for-profit organizations.

Attachments

Barrineau Park Agrmt
Beulah Agrmt
Ebonwood Agrmt
Englewood (Boys and Girls Club) Agrmt
Felix Miga Agrmt
Lex Terrace Agrmt
Marie Ella Davis Agrmt
Marie K. Young Agrmt
Mayfair Agrmt
Molino Agrmt
Oak Grove Agrmt
Quintette Agrmt
Walnut Hill Agrmt
Englewood Agrmt

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this **3rd** day of **February, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Barrineau Park Historical Society, Inc.**, a Florida not-for-profit corporation whose address is **P.O. Box 508, Molino, FL 32557** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Barrineau Park Community Center & Historical Society, Inc. - (6055 Barrineau Park School Road), Molino, FL 32557**(Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. **COMMUNITY CENTER USE AND MANAGEMENT.**

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours

of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. **TERM.** The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the **3rd** day of February, **2016** and ends on the **3rd** day of February, **2021**.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With a copy to:

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

TO THE ORGANIZATION

Barrineau Park Historical Society
P.O. Box 508
Molino, FL 32557

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. **MAINTENANCE.** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. **REVENUE/INCOME.** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. **EQUIPMENT.** An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other

personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. **TERMINATION.** The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. **RECORDS.** The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. **ENTIRE AGREEMENT.** The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. **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.

15. **SUCCESSORS AND ASSIGNS.** Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized.

In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. **SURVIVAL.** All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. **INSURANCE.**

a) Use by the Organization. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County,-221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) Special Event Coverage

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special

event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of $1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) <u>Liquor Liability</u>

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. **HOLD HARMLESS.** The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. **DAMAGE OR DESTRUCTION BY CASUALTY.** If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. **COMPLIANCE WITH LAWS AND PROCEDURES.** The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. **SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited.** The Organization may request permission to serve alcohol on a

case-by-case basis. The request must be made to the Board of County Commissioners. The request to serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. **SEVERABILITY.** If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. **EFFECTIVE DATE.** Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. **RELATIONSHIP OF PARTIES.** Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. **ACKNOWLEDGEMENT.** The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

Approved as to form and legal sufficiency.

By/Title: C M Crawford AA
Date: 1/8/2016

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

Grover C. Robinson, IV, Chairman

Deputy Clerk

(SEAL)

ORGANIZATION:
Name Barrancas Park Historical Society
Address P.O. Box 508
~~Pensacola, Florida 325~~
Molino Fla 32577

Witness: Adam Reed
Print Name: Adam Reed

Witness: Melissa A. Shelby
Print Name: Melissa A. Shelby

By: Craig C Exner
Its: President BPHS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3 day of Feb, 2016, Craig Exner, as **(Office Held)** of **(Organization's Name).** He/She is (_) personally ~~known~~ to me, or (X) produced identification. Type of identification produced Drivers License.

Susan L. Linstead
Signature of Notary Public
SUSAN L. LINSTEAD
Printed Name of Notary Public

(Notary Seal)

SUSAN L. LINSTEAD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF108288
Expires 4/4/2018

664663

CASH RECEIPT
ESCAMBIA COUNTY
PENSACOLA, FLORIDA

DATE: 2/3/16

RECEIVED FROM: Barrineau Park Community Center
NAME
PO Box 508
ADDRESS
Molino, FL 32577

$ 5.00
DOLLARS AND CENTS

DESCRIPTION	CODE	AMOUNT
Barrineau Park Community Center Cash		5.00
License & Management Agreement		
Fee 2/2016 – 2/2021		
	TOTAL	5.00

SIGNED: M Sly
NAME OF OFFICER

BY: _____

NOTE: The original of this receipt to be issued to the payee, the duplicate to be filed in the Clerk's Treasury Department as the Deposit File Copy and the third copy to remain in this book as a permanent record of the office issuing the receipt.

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this **10th** day of **February, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Beulah Senior Citizens Center, Inc.,** a Florida not-for-profit corporation whose address is **7425 Woodside Drive, Pensacola, FL 32526.** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Beulah Sr. Citizen Center - (7425 Woodside Driver, Pensacola, FL 32526)** and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. **COMMUNITY CENTER USE AND MANAGEMENT.**

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours

of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. **TERM.** The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the **10th** day of February, **2016** and ends on the **10th** day of February, **2021**.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY
County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

TO THE ORGANIZATION
Beulah Senior Citizens Center, Inc.
7425 Woodside Drive
Pensacola, FL 32526

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement

7. CONSTRUCTION OF IMPROVEMENTS. The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other

personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. 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.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized.

In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE.

a) **Use by the Organization**. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) **Special Event Coverage**

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special

event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of $1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a

case-by-case basis. The request must be made to the Board of County Commissioners. The request to serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

Grover C. Robinson, IV, Chairman

Deputy Clerk

(SEAL)

ORGANIZATION:
Name: Beulah Senior Citizens Center, Inc.
Address: 7425 Woodside Drive
Pensacola, Florida 32526

Witness: Jane Eisenzimmer
Print Name: Jane Eisenzimmer

Witness: Adam Reed
Print Name: Adam Reed

By: Carolyn Merrill
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10 day of Feb, **2016**, Carolyn Merrill, as **(Office Held)** of **(Organization's Name)**. He/She is ( ) personally known to me, or (✓) produced identification. Type of identification produced Drivers License.

Susan L. Linstead
Signature of Notary Public

(Notary Seal)

SUSAN L. LINSTEAD
Printed Name of Notary Public

SUSAN L. LINSTEAD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF108288
Expires 4/4/2018

Approved as to form and legal sufficiency.
By/Title: [illegible]
Date: 2/12/16

CASH RECEIPT
ESCAMBIA COUNTY
PENSACOLA, FLORIDA

664676

DATE: 2/10/16

RECEIVED FROM: Beulah Senior Citizens, Inc.
NAME
7425 Woodside Drive
ADDRESS
Pensacola, FL 32526

$ 5.00

DOLLARS AND CENTS

DESCRIPTION	CODE	AMOUNT
Beulah Senior Citizens, Inc. Lease and Management Agreement Fee 2/2016-2/2021	cash	$5.00
TOTAL		$5.00

SIGNED: Adam Real
NAME OF OFFICER

BY:

NOTE: The original of this receipt to be issued to the payee, the duplicate to be filed in the Clerk's Treasury Department as the Deposit File Copy and the third copy to remain in this book as a permanent record of the office issuing the receipt.

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 3rd day of **March, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Ebonwood Homeowner & Neighborhood Watch Community, Inc.**, a Florida not-for-profit corporation whose address is **3415 West Yonge Street, Pensacola, FL 32505** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Ebonwood Community Center-3511 West Scott Street, Pensacola, FL 32505** (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT.

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. TERM. The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the **3rd** day of **March, 2016** and ends on the **2nd day** of **March, 2021**.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

TO THE ORGANIZATION

Ebonwood Homeowner & Neighborhood Watch Community, Inc.
3415 West Yonge Street
Pensacola, FL 32505

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or

personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. **TERMINATION.** The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. **RECORDS.** The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. **ENTIRE AGREEMENT.** The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. **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.

15. **SUCCESSORS AND ASSIGNS.** Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. **SURVIVAL.** All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE.

a) Use by the Organization. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County,-221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) Special Event Coverage

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of

$1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a case-by-case basis. The request must be made to the Board of County Commissioners. The request to

serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: M Crawford MA
Date: 2/18/16

(SEAL)

ORGANIZATION:
Ebonwood Homeowner & Neighborhood Watch Community, Inc.
3415 West Yonge Street
Pensacola, Florida 32505

Witness: Frank L Cobb
Print Name: _____

Witness: Joseph Mueller
Print Name: JOSEPH MILLER

By: **John Chandler**
Its: **President**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of February, **2016**, John Chandler, President, as **(Office Held)** of **(Organization's Name).** He/She is (_) personally known to me, or (✓) produced identification. Type of identification produced FL Driver License

Lorrie Davis
Signature of Notary Public

Lorrie Davis
Printed Name of Notary Public

(Notary Seal)

LORRIE DAVIS
Notary Public - State of Florida
My Comm. Expires May 21, 2017
Commission # FF 020385
Bonded Through National Notary Assn.

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 3rd day of **March, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Boys & Girls Club of the Emerald Coast, Inc.**, a Florida not-for-profit corporation whose address is **923 Denton Boulevard, Ft. Walton Beach, FL 32547** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Englewood Community Center (Boys & Girls Club) - 2751 North "H" Street, Pensacola, FL 32501** (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT.

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. **TERM.** The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the 3rd day of **March, 2016** and ends on the 2nd **day** of **March, 2021**.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, FL 32505

TO THE ORGANIZATION

Boys & Girls Club of the Emerald Coast, Inc.
923 Denton Boulevard
Ft. Walton Beach, Florida 32547

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. **MAINTENANCE.** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. **REVENUE/INCOME.** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. **EQUIPMENT.** An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or

personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. **TERMINATION.** The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. **RECORDS.** The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. **ENTIRE AGREEMENT.** The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. **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.

15. **SUCCESSORS AND ASSIGNS.** Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. **SURVIVAL.** All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE.

a) Use by the Organization. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) Special Event Coverage

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of

$1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a case-by-case basis. The request must be made to the Board of County Commissioners. The request to

serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. **SEVERABILITY.** If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. **EFFECTIVE DATE.** Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

_____
Grover C. Robinson, IV, Chairman

Approved as to form and legal sufficiency.
By/Title: dl Crawford, ACA
Date: 2/25/16

(SEAL)

ORGANIZATION:
Boys & Girls Club of the Emerald Coast, Inc.
923 Denton Boulevard
Ft Walton Beach, Florida 32547

Witness: _____
Print Name: _____

Witness: _____
Print Name: _____

By: **Shervin Rassa**
Its: **Executive Director**
2/24/16

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of February, 2016, Shervin Rassa, as **Executive Director** of **the Boys & Girls Club of the Emerald Coast, Inc.** He/She is (X) personally known to me, or (_) produced identification. Type of identification produced _____.

Dawn M. Pahel
Signature of Notary Public

(Notary Seal)
DAWN M. PAHEL
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF228408
Expires 7/21/2017

Dawn M. Pahel
Printed Name of Notary Public

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 3rd day of **March, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the West Escambia Senior Citizens Organization, Inc.,** a Florida not-for-profit corporation whose address is **904 North 57th Avenue, Pensacola, FL 32506** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Felix Miga Senior Citizen Center- 904 North 57th Avenue, Pensacola, FL 32506** (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT.

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. TERM. The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the **3rd** day of **March, 2016** and ends on the **2nd day** of **March, 2021**.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

TO THE ORGANIZATION

West Escambia Senior Citizens Organization, Inc.
904 North 57th Avenue
Pensacola, FL 32505

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. **MAINTENANCE.** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. **REVENUE/INCOME.** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. **EQUIPMENT.** An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the

termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. 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.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. **SURVIVAL.** All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. **INSURANCE.**

a) **Use by the Organization**. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) **Special Event Coverage**

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of

$1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a case-by-case basis. The request must be made to the Board of County Commissioners. The request

to serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. **SEVERABILITY.** If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. **EFFECTIVE DATE.** Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: M Crawford AA
Date: 2/18/16

(SEAL)

ORGANIZATION:
West Escambia Senior Citizens Organization, Inc.
904 North 57th Avenue
Pensacola, Florida 32506

Witness: Pauline D. Edison
Print Name: Pauline D. Edison

Witness: Nita L Freeman
Print Name: Nita L Freeman

Lois Lindt
By: **Lois Lindt**
Its: **President**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of February, **2016**, Lois Lindt, President, as **(Office Held)** of **(Organization's Name).** He/She is (_) personally known to me, or (✓) produced identification. Type of identification produced AL Driver license.

Lorrie Davis
Signature of Notary Public
Lorrie Davis
Printed Name of Notary Public

(Notary Seal)

LORRIE DAVIS
Notary Public - State of Florida
My Comm. Expires May 21, 2017
Commission # FF 020385
Bonded Through National Notary Assn.

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 3rd day of **March, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Collaboration Of Community Organizations, Inc.,** a Florida not-for-profit corporation whose address is **5910 Otter Point Road, Pensacola, FL 32504** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Lexington Terrace Community Center- 700 South Old Corry Field Road, Pensacola, FL 32507** (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT.

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. TERM. The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the **3rd** day of **March, 2016** and ends on the **2nd day** of **March, 2021.**

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

TO THE ORGANIZATION

Collaboration Of Community Organizations, Inc.
5910 Otter Point Road
Pensacola, FL 32504

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. **MAINTENANCE.** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. **REVENUE/INCOME.** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. **EQUIPMENT.** An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or

personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. 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.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE.

a) Use by the Organization. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County,-221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) Special Event Coverage

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of $1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written

notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a case-by-case basis. The request must be made to the Board of County Commissioners. The request to serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the

County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: ACA
Date: 2/18/16

(SEAL)

ORGANIZATION:
Collaboration Of Community Organizations, Inc.
5910 Otter Point Road
Pensacola, Florida 32504

Witness: Charletha D. Powell
Print Name: Charletha D. Powell

Witness: L. Marcel Davis
Print Name: L. Marcel Davis

By: **Lawrence Powell**
Its: **President**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of February, **2016**, Lawrence Powell, President, as **(Office Held)** of **(Organization's Name).** He/She is (_) personally known to me, or (_) produced identification. Type of identification produced FL Driver license.

Lorrie Davis
Signature of Notary Public

Lorrie Davis
Printed Name of Notary Public

(Notary Seal)

LORRIE DAVIS
Notary Public - State of Florida
My Comm. Expires May 21, 2017
Commission # FF 020385
Bonded Through National Notary Assn.

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this **9th** day of **February, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Warrington Community Homeowners Association & Neighborhood Watch, Inc.,** a Florida not-for-profit corporation whose address is **16 Raymond Street, Pensacola, FL 32507** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Marie Ella Davis Community Center - (16 Raymond Street, Pensacola, FL 32507)** and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. **COMMUNITY CENTER USE AND MANAGEMENT.**

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the

Community Center. The monthly calendar must include the Organization's anticipated hours of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. **TERM.** The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the **9th** day of February, **2016** and ends on the **9th** day of February, **2021**.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY
County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

TO THE ORGANIZATION
Warrington Community Homeowner Association & Neighborhood Watch
16 Raymond Street
Pensacola, FL 32507

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement

7. CONSTRUCTION OF IMPROVEMENTS. The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other

personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. 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.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized.

In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE.

a) **Use by the Organization**. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County,-221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) **Special Event Coverage**

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special

event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of $1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a

case-by-case basis. The request must be made to the Board of County Commissioners. The request to serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk

(SEAL)

ORGANIZATION:
Name: Warrington Community Homeowners Association & Neighborhood Watch, Inc.
Address: 16 Raymond Street
Pensacola, Florida 32507

Witness: Melissa A Shelby
Print Name: Melissa A. Shelby

Witness: Adam Reed
Print Name: Adam Reed

By: Navarro M Jackson
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9 day of Feb, **2016**, Navarro Jackson, as **(Office Held)** of **(Organization's Name)**. He/She is ( ) personally known to me, or (✓) produced identification. Type of identification produced Drivers License.

Susan L Linstead
Signature of Notary Public
SUSAN L LINSTEAD
Printed Name of Notary Public

(Notary Seal)

SUSAN L. LINSTEAD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF108288
Expires 4/4/2018

Approved as to form and legal sufficiency.
By/Title: M Crawford ACA
Date: 2/12/16

664673

CASH RECEIPT
ESCAMBIA COUNTY
PENSACOLA, FLORIDA

DATE: 2/9/16

RECEIVED FROM: Warrington Community Center
NAME
Homeowners Assoc. + Neighborhood Watch
ADDRESS
116 Raymond Street
Pensacola, FL 32507

$ 5.00
DOLLARS AND CENTS

DESCRIPTION	CODE	AMOUNT
Warrington Community Center License and Management Agreement 2/2016 - 2/2021		5.00
	TOTAL	5.00

SIGNED: JM Shirley
NAME OF OFFICER

BY: _____

NOTE: The original of this receipt to be issued to the payee, the duplicate to be filed in the Clerk's Treasury Department as the Deposit File Copy and the third copy to remain in this book as a permanent record of the office issuing the receipt.

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 3rd day of **March, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Wedgewood Community Center Group, Inc.,** a Florida not-for-profit corporation whose address is **P. O. Box 9669, Pensacola, FL 32513** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Marie K. Young/Wedgewood Community Center & Park- 6405 Wagner Road, Pensacola, FL 32505** (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT.

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. TERM. The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the **3rd** day of **March, 2016** and ends on the **2nd day** of **March, 2021**.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

TO THE ORGANIZATION

Wedgewood Community Center Group, Inc.
P. O. Box 9669
Pensacola, FL 32513

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or

personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. 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.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE.

a) Use by the Organization. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) Special Event Coverage

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of

$1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a case-by-case basis. The request must be made to the Board of County Commissioners. The request to

serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: CM Crawford, ACA
Date: 2-23-16

(SEAL)

ORGANIZATION:
Wedgewood Community Center Group, Inc.
P. O. Box 9669
Pensacola, Florida 32513

Witness: Linda R. Gulley
Print Name: Linda R. Gulley

Witness: Rev. William G. Gulley
Print Name: Rev. William G. Gulley

By: **Debra Lawrence**
Its: **Chairman**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of February, **2016**, Debra Lawrence, as **Chairman** of **Wedgewood Community Center Group, Inc.** He/She is ( ) personally known to me, or (✓) produced identification. Type of identification produced FL Drivers Licence. Exp date: 4/3/19

Sherry Duffey
Signature of Notary Public

Sherry Duffey
Printed Name of Notary Public

(Notary Seal)

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
FloridaNotaryService.com
(407) 398-0153

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 3rd day of **March, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Mayfair/Oakcrest Neighborhood Watch Association, Inc.,** a Florida not-for-profit corporation whose address is **701 South Madison Drive, Pensacola, FL 32505** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Mayfair Community Center-701 South Madison Drive, Pensacola, FL 32505** (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT.

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. TERM. The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the **3rd** day of **March, 2016** and ends on the **2nd day** of **March, 2021**.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

TO THE ORGANIZATION

Mayfair/Oakcrest Neighborhood Watch Association, Inc.
701 South Madison Drive
Pensacola, FL 32505

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. **MAINTENANCE.** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. **REVENUE/INCOME.** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. **EQUIPMENT.** An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or

personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. 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.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. **INSURANCE.**

a) **Use by the Organization**. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) **Special Event Coverage**

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of

$1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a case-by-case basis. The request must be made to the Board of County Commissioners. The request to

serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

Grover C. Robinson, IV, Chairman

Deputy Clerk

Approved as to form and legal sufficiency.
By/Title: CH Crawford AVA
Date: 2/18/16

(SEAL)

ORGANIZATION:
Mayfair/Oakcrest Neighborhood Watch Association, Inc.
701 South Madison Drive
Pensacola, Florida 32505

Witness: Warren Simmons
Print Name: Warren Simmons

Witness: Kekanelle Jones
Print Name: Valerie A. Jones

By: **Myra Simmons**
Its: **President**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of February, **2016**, Myra Simmons President as **(Office Held)** of **(Organization's Name).** He/She is (_) personally known to me, or (✓) produced identification. Type of identification produced FL Driver License.

Signature of Notary Public

Lorrie Davis
Printed Name of Notary Public

(Notary Seal)

LORRIE DAVIS
Notary Public - State of Florida
My Comm. Expires May 21, 2017
Commission # FF 020385
Bonded Through National Notary Assn.

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this **12th** day of **February, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Molino Mid-County Historical Society.**, a Florida not-for-profit corporation whose address is **P.O. Box 333, Molino, FL 32577** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Molino Community Center & Historical Museum - (6450 Highway 95-A, N. Molino, FL 32577)** and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. **COMMUNITY CENTER USE AND MANAGEMENT.**

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours

of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. **TERM.** The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the **12th** day of February, **2016** and ends on the **12th** day of February, **2021**.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY
County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

TO THE ORGANIZATION
Molino Mid-County Historical Society
P.O. Box 333
Molino, FL 32577

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement

7. CONSTRUCTION OF IMPROVEMENTS. The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other

personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. 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.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized.

In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE.

a) **Use by the Organization**. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County,-221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) **Special Event Coverage**

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special

event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of $1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a

case-by-case basis. The request must be made to the Board of County Commissioners. The request to serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

Grover C. Robinson, IV, Chairman

Deputy Clerk

(SEAL)

ORGANIZATION:
Name: Molino Mid-County Historical Society, Inc.
Address: P.O. Box 333
Molino, Florida 32577

Witness: Melissa A. Shelby
Print Name: Melissa A. Shelby

Witness: Adam Reed
Print Name: Adam Reed

By: Ruth G. Gordon
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12 day of February, **2016**, Ruth G. Gordon, as **(Office Held)** of **(Organization's Name)**. He/She is ( ) personally known to me, or (✓) produced identification. Type of identification produced Drivers License.

Susan L Linstead
Signature of Notary Public

(Notary Seal)

SUSAN L. LINSTEAD
Printed Name of Notary Public

SUSAN L. LINSTEAD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF108288
Expires 4/4/2018

Approved as to form and legal sufficiency.
By/Title: M Crawford, ACA
Date: 2/12/16

664683

CASH RECEIPT
ESCAMBIA COUNTY
PENSACOLA, FLORIDA

DATE: 2/12/16

RECEIVED FROM: Molino Community Center
NAME
Historical Museum
ADDRESS
6450 Highway 95-A North $ 5.00
Molino, FL 32577 DOLLARS AND CENTS

DESCRIPTION	CODE	AMOUNT
License + Management	Cash	5.00
Agreement Fee 2/2016-2/2021		
	TOTAL	5.00

SIGNED: M Shelly
NAME OF OFFICER

BY: _____

NOTE: The original of this receipt to be issued to the payee, the duplicate to be filed in the Clerk's Treasury Department as the Deposit File Copy and the third copy to remain in this book as a permanent record of the office issuing the receipt.

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this **9th** day of **February, 2016** by and between **Escambia County,** a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Oak Grove Community Center, Inc.,** a Florida not-for-profit corporation whose address is **3841 Highway 164, McDavid, FL 32568.** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Oak Grove Community Center - (2550 Highway 99 N, Oak Grove, FL 32568)** and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. COMMUNITY CENTER USE AND MANAGEMENT.

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours

of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. **TERM.** The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the **9th** day of February, **2016** and ends on the **9th** day of February, **2021**.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY
County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

TO THE ORGANIZATION
Oak Grove Community Center, Inc.
3841 Highway 164
McDavid, FL 32568

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. **MAINTENANCE.** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. **REVENUE/INCOME.** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. **EQUIPMENT.** An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other

personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. 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.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized.

In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE.

a) **Use by the Organization**. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County,-221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) **Special Event Coverage**

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special

event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of $1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a

case-by-case basis. The request must be made to the Board of County Commissioners. The request to serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

Grover C. Robinson, IV, Chairman

Deputy Clerk

(SEAL)

ORGANIZATION:
Name: Oak Grove Community Center, Inc.
Address: 3841 Highway 164
McDavid, Florida 32568

Witness: Melissa A Shelby
Print Name: Melissa A Shelby

Witness: Adam Reed
Print Name: Adam Reed

By:
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9 day of Feb, **2016**, Charles Perry, as **(Office Held)** of **(Organization's Name)**. He/She is ( ) personally known to me, or (✓) produced identification. Type of identification produced Drivers License.

Susan L Linstead
Signature of Notary Public

(Notary Seal)

SUSAN L LINSTEAD
Printed Name of Notary Public

SUSAN L. LINSTEAD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF108288
Expires 4/4/2018

Approved as to form and legal sufficiency.
By/Title: M Crawford, ACA
Date: 2/11/16

664674

CASH RECEIPT
ESCAMBIA COUNTY
PENSACOLA, FLORIDA

DATE: 2/9/16

RECEIVED FROM: Oak Grove Community Center
NAME
3841 Hwy 184
ADDRESS
Oak Grove, FL 32568

$ 5.00

DOLLARS AND CENTS

DESCRIPTION	CODE	AMOUNT
Oak Grove Community Center		5.00
License + Management Agreement		
Fee 2/2016 - 2/2021		
	TOTAL	5.00

SIGNED: M Shelly
NAME OF OFFICER

BY:

NOTE: The original of this receipt to be issued to the payee, the duplicate to be filed in the Clerk's Treasury Department as the Deposit File Copy and the third copy to remain in this book as a permanent record of the office issuing the receipt.

Rct. No G 20302611

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this **5th** day of **February, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Quintette Community Park Association, Inc.**, a Florida not-for-profit corporation whose address is **629 West Quintette Road, Cantonment, FL 32533.** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Quintette Community Center - (2490 Quintette Lane, Cantonment, FL 32577)** and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. **COMMUNITY CENTER USE AND MANAGEMENT.**

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours

of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. **TERM.** The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the **5th** day of February, **2016** and ends on the **5th** day of February, **2021**.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY
County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

TO THE ORGANIZATION
Quintette Community Park Association, Inc.
629 West Quintette Road
Cantonment, FL 32533

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement

7. CONSTRUCTION OF IMPROVEMENTS. The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. MAINTENANCE. The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. REVENUE/INCOME. Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. EQUIPMENT. An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other

personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. 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.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized.

In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE.

a) **Use by the Organization**. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County,-221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) **Special Event Coverage**

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special

event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of $1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a

case-by-case basis. The request must be made to the Board of County Commissioners. The request to serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

Approved as to form and legal sufficiency.

By/Title: C Crawford, WCA
Date: 2/12/16

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

Grover C. Robinson, IV, Chairman

Deputy Clerk

(SEAL)

ORGANIZATION:
Name: Quintette Community Park Association, Inc.
Address: 629 West Quintette Road
Cantonment, Florida 32577

Witness: Melissa A Shelby
Print Name: Melissa A. Shelby

Witness: Adam Reed
Print Name: Adam Reed

By: Jacqueline Weaden
Its: Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of February, **2016**, Jacqueline Weaden as **(Office Held)** of **(Organization's Name).** He/She is ( ) personally known to me, or (X) produced identification. Type of identification produced Drivers license.

Susan L. Linstead
Signature of Notary Public

(Notary Seal)

SUSAN L. LINSTEAD
Printed Name of Notary Public

SUSAN L. LINSTEAD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF108288
Expires 4/4/2018

664669

CASH RECEIPT
ESCAMBIA COUNTY
PENSACOLA, FLORIDA

DATE: 2/5/16

RECEIVED FROM: Quintette Community Center
NAME
629 West Quintette Road
ADDRESS
Cantonment, FL 32533

$ 5.00

DOLLARS AND CENTS

DESCRIPTION	CODE	AMOUNT
Quintette Community Center	Cash	5.00
License + Management Agreement		
Fee 2/2016 - 2/2021		
	TOTAL	5.00

SIGNED: N Shelley
NAME OF OFFICER

BY: _____

NOTE: The original of this receipt to be issued to the payee, the duplicate to be filed in the Clerk's Treasury Department as the Deposit File Copy and the third copy to remain in this book as a permanent record of the office issuing the receipt.

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this **5th** day of **February, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Walnut Hill Ruritan Club, Inc.,** a Florida not-for-profit corporation whose address is **P.O. Box 25, Walnut Hill, FL 32568** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Walnut Hill Community Center & Ruritan Club - (7850 Hwy. 97N) Walnut Hill, FL 32568** and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. **COMMUNITY CENTER USE AND MANAGEMENT.**

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours

of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. **TERM.** The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the **5th** day of February, **2016** and ends on the **5th** day of February, **2021.**

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

With a copy to:

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

TO THE ORGANIZATION

Walnut Hill Ruritan Club, Inc.
P.O. Box 35
Walnut Hill, Fl 32568

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. **MAINTENANCE.** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. **REVENUE/INCOME.** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. **EQUIPMENT.** An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other

personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. TERMINATION. The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. RECORDS. The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. ENTIRE AGREEMENT. The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. 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.

15. SUCCESSORS AND ASSIGNS. Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized.

In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. SURVIVAL. All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE.

a) **Use by the Organization**. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County,-221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) **Special Event Coverage**

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special

event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of $1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a

case-by-case basis. The request must be made to the Board of County Commissioners. The request to serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

Approved as to form and legal sufficiency.
By/Title: _____
Date: 2/12/16

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk

(SEAL)

ORGANIZATION:
Name: Walnut Hill Ruritan Club, Inc
Address: PO Box 35
Walnut Hill, Florida 32568

Witness: Melissa A Sheller
Print Name: Melissa A. Sheller

Witness: Adam Reed
Print Name: Adam Reed

By: Gary Welch
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of Feb, **2016**, Gary Welch, as **(Office Held)** of **(Organization's Name).** He/She is ( ) personally known to me, or (X) produced identification. Type of identification produced Drivers License.

Susan L. Linstead
Signature of Notary Public
SUSAN L. LINSTEAD
Printed Name of Notary Public

(Notary Seal)

SUSAN L. LINSTEAD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF108288
Expires 4/4/2018

664667

CASH RECEIPT
ESCAMBIA COUNTY
PENSACOLA, FLORIDA

DATE: 2/5/16

RECEIVED FROM: Walnut Hill Community Center & Ruritan Club
NAME

7850 Hwy. 97 N
ADDRESS

Walnut Hill, FL 32568

$ 5.00

DOLLARS AND CENTS

DESCRIPTION	CODE	AMOUNT
Walnut Hill Community Center	cash	5.00
License + Management Agreement		
Fee 2/2016 - 2/2021		
	TOTAL	5.00

SIGNED: M Shell
NAME OF OFFICER

BY:

NOTE: The original of this receipt to be issued to the payee, the duplicate to be filed in the Clerk's Treasury Department as the Deposit File Copy and the third copy to remain in this book as a permanent record of the office issuing the receipt.

COMMUNITY CENTER
LICENSE AND MANAGEMENT AGREEMENT

THIS LICENSE AND MANAGEMENT AGREEMENT (Agreement) is made and entered into as of this 3rd day of **March, 2016** by and between **Escambia County**, a political subdivision of the State of Florida, whose address is **221 Palafox Place, Ste. 420** Pensacola, Florida 32502(County), and **the Englewood Neighborhood Improvement Corporation,** a Florida not-for-profit corporation whose address is **P. O. Box 17322, Pensacola, FL 32522** (Organization):

WITNESSETH:

WHEREAS, the County owns the property known as **the Englewood Neighborhood Center- 2749 North "H" Street, Pensacola, FL 32501** (Community Center); and

WHEREAS, the Organization, a non-profit corporation organized under the laws of the State of Florida, was created to provide social and character development through structured programs and organized activities for citizens of Escambia County; and

WHEREAS, the County and the Organization desire that the Organization manage structured programs and organized activities at the Community Center for the use and benefit of the public; and

WHEREAS, the Organization has expressed interest to the Board of County Commissioners to use and manage the Community Center for the purpose of providing a location for members of its organization and citizens and groups in Escambia County to engage in structured programs and organized activities; and

WHEREAS, the County is satisfied that a license to use, manage, and administer the Community Center would be in the County's best interests; and

WHEREAS, the Organization desires to assist the County in the continued operation of public structured programs and organized activities at the Community Center; and

WHEREAS, the County would benefit from the assistance of the Organization in operating the Community Center for structured programs and organized activities; and

WHEREAS, this Agreement supersedes any previous agreements.

NOW THEREFORE, the parties agree as follows:

1. **COMMUNITY CENTER USE AND MANAGEMENT.**

a) The County licenses the Organization to use and manage the Community Center with relation to activities and programs that are sponsored by and under the Organization's direction. The Organization's use and management of the Community Center does not constitute any ownership or priority of use of the building. The County's right of use to the Community Center for public purposes is in no way diminished by partnership with the Organization. The County shall retain the right to implement programs and host activities at any time in the Community Center for the benefit of all citizens of Escambia County.

b) Responsibility of Community Center Coordinators: The Escambia County Community Center Coordinators are responsible for overall coordination and programming for designated Escambia County Community Centers, inclusive of planning, developing and coordination of regular and reoccurring programming for the citizens of Escambia County.

c) The Organization agrees that the Community Center will remain available for use by other citizens and community organizations and by the County at all times for activities which do not interfere with the Organization's scheduled activities.

d) During the period of the Agreement and any renewal of the Agreement, the Organization will administer the Community Centers' various programs for the public benefit and will organize programs in accordance with the terms in the Agreement.

e) The Organization is responsible for scheduling its programs and activities at the Community Center. Any member of the public, who qualifies under applicable Organization rules, may participate in the Organizations programs.

f) The Organization may grant preferences to programs designated as group activities.

g) The Organization may charge a fee for participation in the Organization's events, provided however, that any fee charged cannot exceed anticipated expenses directly associated with the program, including appropriate allowances for participation in the programs by citizens without sufficient funds to pay the fees. The fees are to be used solely for the purpose of covering expenses directly associated with the programs and activities of the Organization.

h) The Organization shall submit to the County a monthly calendar, by the 1st day of every month, detailing all scheduled programs and events. The monthly calendar may be submitted via email, regular mail, facsimile, or by hardcopy. It shall be the duty of the Organization to keep the County reasonably informed of all programs and events being held at the Community Center. The monthly calendar must include the Organization's anticipated hours of operation. The Organization shall notify the County of any changes to the monthly calendar as soon as the change becomes known to the Organization. Notification of changes to the calendar may be reported via email, facsimile, or by phone.

i) The County reserves the right to schedule supplemental events and programs at the Community Center during any time in which the facility is not in active use by the Organization. County Staff will notify the Organization of its intent to use the facility. During such time as a supplemental program is using the facility, the Organization and the County agree to work cooperatively to ensure the facility is available to the supplemental program for use and that the facility is secured following the supplemental program's use of the Center. In the event there is a conflict in which both the County and the Organization desire exclusive use of the facility on any particular date, such conflict shall be resolved by decision of the County Administrator, or his designee.

j) The Organization agrees that the Community Center will be not be used for any illegal, illicit, or immoral purpose. The County reserves the right to disallow any use by the Organization that may negatively impact the community or the County's reputation.

k) Upon execution of the Agreement, the Organization shall submit to the County its fee structure for reservations. The Organization shall notify the County of any change in its fee structure before the change is implemented. The County may request an audit of the Organization's financial records related to use of the Community Center at any time. The Organization shall provide full financial records to the County within thirty (30) days of the request.

l) The Organization shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The Organization shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services provided by the Organization.

m) In the event of a disaster as declared by Escambia County pursuant to Section 37-35, Escambia County Code of Ordinances, the Organization understands and agrees that County may at its discretion utilize the Community Center facility during which the Organization shall be required to suspend operations and vacate the premises. During a declared state of emergency, County use of the facility will supersede any use by the Organization. The County will notify the Organization of its intent to use the facility. The County may continue use of the facility beyond such time as the declared state of emergency during a reasonable recovery period. The County use of the facility, under this provision, shall cease only when the County relinquishes possession of the facility back to the Organization.

2. TERM. The term of this Agreement shall commence upon execution by the both parties and continue in effect for an initial term of five (5) years unless earlier terminated with or without cause by either party giving thirty (30) days prior written notice. The term of this Agreement begins on the 3rd day of **March, 2016** and ends on the 2nd **day** of **March, 2021**.

3. **PAYMENT OF RENT.** The Organization agrees to pay to the County the sum of one dollar ($1) per year, payable in advance for the initial agreement term of five (5) years. The County acknowledges receipt of five dollars ($5).

4. **NOTICES.** Notices to the Organization and the County under the Agreement and the payment of rent must be addressed to and mailed or delivered to the following:

TO THE COUNTY

County Administrator
Board of County Commissioners
221 Palafox Place, Suite 420
Pensacola, Florida 32502

TO THE ORGANIZATION

Englewood Neighborhood Improvement Corporation
P. O. Box 17322
Pensacola, FL 32522

With a copy to:

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

Notices can be personally delivered or sent by U.S. mail. The date of delivery is the date of receipt of any notice. Each party may change its address by written notice given to the other.

5. **ORGANIZATION DOCUMENTS.** At the time of the execution of the Agreement, the Organization agrees to provide to the County a copy of its incorporating documents and a list of its current Board of Directors. The Organization agrees to furnish the following annually to the County: certificate of insurance, financial report, board member roster, activity report, fee structure, record of all rentals, and organization equipment inventory. Failure to provide said documents to the County by December 30th of any year could result in the termination of this Agreement.

6. **MEDIATION.** The County Administrator, or authorized designee, will assure the Organizations compliance with the terms of the Agreement. The County Administrator may elect to mediate disputes arising between members of the public and the Organization regarding the Organizations compliance with the Agreement. The Organization designates its Board of Directors, or a specifically appointed committee of the Board of Directors, to represent the Organization in disputes. The Organization's Board of Directors is responsible for carrying out all the objectives set forth in the Agreement.

7. **CONSTRUCTION OF IMPROVEMENTS.** The County agrees to preserve the Community Center exclusively for public purposes. The County further agrees that during the term of the Agreement, no physical change to the property or major construction work will be undertaken without prior consultation with the Board of Directors of the Organization.

If the Organization wants to undertake any construction work in the Community Center, prior approval must be obtained from the County, and the Organization shall ensure that all Federal, State, local laws, regulations, and ordinances are compiled with, including but not limited to: (a) the Occupational Safety and Health Act of 1970, Construction Industry Standards (29 CFR §1926, et. seq.); (b) the Americans with Disabilities Act of 1990, as subsequently amended (42 U.S.C. 12101, et. seq.); (c) Escambia County Review Committee approval; and (d) Building inspection review. All improvements made by the Organization become the property of the County without charge upon completion.

8. **MAINTENANCE.** The Organization and the County agree that all necessary grounds and structure maintenance and upkeep of the Community Center will be carried out year round. In order to create a clear understanding of this scope of work, the following maintenance guidelines are agreed to by the parties: (a) the County will maintain the premises in good repair and in a neat, safe, and orderly condition, normal wear and tear excepted; (b) in the event it is determined that damage to facilities and equipment has occurred due to abuse or misuse by the Organization or any other entity using the Community Center for organized events by consent of the Organization, the Organization is responsible for the repair or returning the facility and equipment to its pre-damaged condition; (c) the County will pay all water, gas, electric, telephone (single line only/no options), sewage, garbage disposal, janitorial, and other utility bills related to the Community Center during the term of the Agreement, and (d) the County will provide proper grounds maintenance throughout the year.

9. **REVENUE/INCOME.** Revenue and income derived from the activities of the Organization are the exclusive property of the Organization but must be used by the Organization in furtherance of its activities at the Community Center in providing additional improvements for the Organization's programs. The Organization shall provide a full accounting of all revenue and expenses to the County annually. The County has the right to audit the financial information at any time, at the County's expense. The Organization is responsible for payment of any and all local, state, or federal taxes derived from any revenue/income received by the Organization resulting from the activities of the Organization as required by law.

The Organization is prohibited from sub-letting the facility for any for-profit programs or events without prior authorization by the County. Any for-profit use of the facility requires authorization by the County and execution of a separate agreement between the parties related to the for-profit use.

10. **EQUIPMENT.** An inventory of equipment and personal property stored at the Community Center must be provided annually to the County by the Organization. All equipment or other personal property owned by the Organization, which has been placed or maintained in the Community Center by the Organization, is at the sole risk of the Organization. The Organization may remove from the Community Center any time prior to, or within sixty (60) days of the termination of the Agreement its equipment and personal property. Any Organization equipment or

personal property not removed from the Community Center within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.

11. **TERMINATION.** The Agreement may be terminated at any time, with or without cause, by the County, particularly whenever the Community Center is not being used, utilized, or managed by the Organization in accordance with the provisions of the Agreement, or whenever the Organization ceases operation, dissolves its corporation, or otherwise no longer provides the required services under the terms of the Agreement. The County agrees to give the Organization not less than thirty (30) days written notice of its intent to terminate the Agreement.

The Agreement may be terminated by the Organization at any time in case of material breach of the Agreement by the County provided that the Organization shall first give to the County written notice of the breach and thirty (30) days within which to remedy the breach. Any notice under this section mailed or delivered by the County to the Board of Directors of the Organization will be deemed as the official notice of the County.

12. **RECORDS.** The parties acknowledge that this agreement and any related financial records, and its reports, plans, correspondence, and other documents maybe 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.

13. **ENTIRE AGREEMENT.** The Agreement contains the entire agreement of the parties and no representations, inducements, promises, or agreements between the parties not contained in the Agreement will be of any force and effect. Any amendments, modifications, additions, or alterations of the Agreement must be in writing executed with the same formalities as the Agreement.

14. **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.

15. **SUCCESSORS AND ASSIGNS.** Without the previous written consent of the County, neither the Organization, nor its successors in interest by operation of law or otherwise, are permitted to assign the Agreement sublet or permit the occupancy of the Community Center or any part of the Community Center, by anyone other than the Organization. Any consent by the County to any act of assignment, subletting, or occupancy will be held to apply only to the specific transaction authorized. In any event, no assignment, subletting or occupancy will relieve the Organization of its obligations under the Agreement.

16. **SURVIVAL.** All other provisions which, by their inherent character, sense, and context, are intended to survive termination of this agreement shall survive it.

17. INSURANCE.

a) Use by the Organization. During the period mutually agreed upon between the County and the Organization, the Organization shall provide commercial general liability insurance with $1,000,000.00 per occurrence and aggregate limits, including coverage parts of bodily injury, property damage, personal injury, contractual liability, and sports participation cannot be excluded.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County,-221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

The Organization agrees not to violate, or knowingly or negligently permit or allow to be violated, any condition of any insurance policies required by the Agreement. All insurance coverage of the Organization must be primary to any insurance or self-insurance carried by Escambia County applicable to this Agreement. The acceptance by Escambia County of any Certificate of Insurance does not constitute approval or agreement by Escambia County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the Agreement.

b) Special Event Coverage

The Organization must also require any other organization using the Community Center for any organized event that is scheduled to exceed four (4) hours in duration to procure "special event" liability insurance, naming Escambia County as an "additional insured." In the alternative, the Organization can procure a blanket special events policy for a minimum of

$1,000,000.00 per event and issue certificates to other organizations using the Community Center for special events.

It shall be the responsibility of the Organization to provide proof of adequate "special event" liability insurance to the Escambia County, Risk Management Department.

The County shall be responsible to ensure that any supplemental program using the Community Center, while not in use by the Organization, procures special event liability insurance, naming Escambia County as an "additional insured."

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

c) **Liquor Liability**

In anticipation of alcohol being served on the Property, pursuant Paragraph 21of this Agreement, the Organization shall provide evidence of coverage of liquor liability in the amount equal to the general/umbrella/excess liability coverage at the time of the request to the Board of County Commissioners to allow service of alcohol at the Community Center. If the general liability coverage covers liquor liability, the Organization's agent or insurer shall provide written documentation to confirm that coverage already applies to this use. If liquor liability coverage is not included in the general/umbrella/excess liability policies, the policies must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required. The Organization must provide proof of all necessary insurance coverage and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

All insurance carriers must be rated "A," VIII or higher by the most recently published edition of A.M. Best rating guide. The Organization shall provide thirty (30) days prior written notice to Escambia County before any change in or cancellation of any of the identified coverages.

Escambia County must be provided the certificates of insurance which reflect **Escambia County, 221 Palafox Place, Suite 420, Pensacola, Florida 32502,** as an "additional insured" and the "certificate holder" and further specify that the policies are endorsed. Certificates must be mailed to **Robert Dye, Risk Manager, PO BOX 1591, Pensacola, Florida 32597.** Certificates must reflect a thirty (30) day notice of cancellation and non-renewal clauses. Certificates of insurance will be satisfactory to the County with all succeeding coverages and carriers to be consecutive to prior coverages.

No provision of the Agreement can be construed, or in any way is intended to be construed, as a waiver of Escambia County's sovereign immunity or any other limitation of liability of Escambia County. Escambia County is self-insured for liabilities in excess of the amounts provided under Section 768.28, Florida Statutes.

18. HOLD HARMLESS. The Organization shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, penalties, interest, attorney and paralegal fees, liability and expenses in connection with the loss of life, bodily or personal injury, environmental impairment, property damage, including loss of use of the property, zoning or similar issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Organization's negligent performance of the Agreement. The Organization's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

19. DAMAGE OR DESTRUCTION BY CASUALTY. If by fire or other casualty the Community Center is totally damaged or destroyed, either party has the option of terminating the Agreement by serving written notice upon the other within thirty (30) days from the date of the casualty or a lesser number of days as the parties may mutually agree.

20. COMPLIANCE WITH LAWS AND PROCEDURES. The parties agree to comply with all applicable laws, guidelines, rules, regulations, and requirements, whether federal, state, or local, applicable to the Organization and its use of the Community Center and those for the correction, prevention, and abatement of nuisance, unsafe conditions, or other grievances arising from or pertaining to the use or occupancy of the Community Center.

21. SMOKING AND ALCOHOL POLICY. Consumption of alcoholic beverages on the property is strictly prohibited. The Organization may request permission to serve alcohol on a case-by-case basis. The request must be made to the Board of County Commissioners. The request to

serve alcohol must be received by the County at least thirty (30) days prior to the date of the event or program. The request must be in writing to the County. The written request shall notify the County of the date alcohol is to be served and shall request approval from the County Department Director responsible for that Center (Parks and Recreation Director or Neighborhood and Human Services Director). The County Department Director responsible for that Center shall present the request to the Board of County Commissioners at the next available date after the request is made.

Only upon approval from the Board of County Commissioners may alcohol be served inside the Community Center, however, provided that the alcoholic beverages are not sold and that Organization complies with and obtains any permits and licenses that may be required by state and local laws and regulations.. Additionally, the Organization must provide proof of all necessary insurance coverage, including liquor liability, and receive approval of the sufficiency of the insurance policies from Escambia County Risk Management.

Further, for every event or program in which alcohol is to be served, the Organization must provide proof of additional security proportionate to the size of the program or event. A copy of the agreement for security must be included along with a copy of the insurance coverage before the County will consider the request to allow service of alcohol.

Smoking is prohibited at all times within the structure of the Community Center. If this prohibition is violated by the Organization or any other organization using the Community Center for organized events, the Agreement may be terminated by the Board of County Commissioners pursuant to Paragraph 11 of the Agreement.

22. SEVERABILITY. If any term or condition of the Agreement or the application of the Agreement to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of the Agreement is not affected and each term and condition of the Agreement is to be valid and enforceable to the fullest extent permitted by law. The Agreement will be construed in accordance with the laws of the State of Florida, and venue is in Escambia County, Florida.

23. EFFECTIVE DATE. Submission of the Agreement to the County does not constitute an offer, and the Agreement becomes effective upon the execution and delivery by both the Organization and the County. The County and the Organization acknowledge that they have not relied upon any statement, representation, prior or contemporaneous written, or oral promises, agreements, or warranties, except as expressed in the Agreement.

If the Organization, with the County's consent, uses the Community Center or any part of the Community Center prior to the beginning of the Agreement term, all provisions of the Agreement will be in full force and effect beginning at the time of the initial use.

24. RELATIONSHIP OF PARTIES. Nothing contained in the Agreement can be deemed by the parties or by any third party to create the relationship of principal and agent, partnership, joint venturer or similar relationship between the County and the Organization.

25. ACKNOWLEDGEMENT. The Agreement cannot be more strictly construed against either party because one party may have drafted or prepared any or all of the terms and provisions of the Agreement. It is acknowledged that each of the parties has been represented by legal counsel and that each of the legal counsel has contributed substantially to the content of the Agreement.

SIGNED AND DELIVERED BY:

COUNTY:
Board of County Commissioners
Escambia County, Florida

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

_____
Grover C. Robinson, IV, Chairman

Approved as to form and legal sufficiency.
By/Title: M Crawford ACA
Date: 1/25/16

(SEAL)

ORGANIZATION:
Englewood Neighborhood Improvement Corporation
3415 West Yonge Street
Pensacola, Florida 32505

Witness: Henry J Smith
Print Name: HENRY J. SMITH

Witness: Eula Sellers
Print Name: Eula Sellers

Elois Marshall
By: **Elois Marshall**
Its: **President**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this **25th** day of **February, 2016**, **Elois Marshall**, as **President** of **Englewood Neighborhood Improvement Corporation.** He/She is (✓) personally known to me, or (_) produced identification. Type of identification produced _____.

(Notary Seal) MAXWELL ROGERS
Commission # FF 77771
My Commission Expires
December 18, 2017

_____
Signature of Notary Public
MAXWELL ROGERS
Printed Name of Notary Public

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9910 **County Administrator's Report 9. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 03/03/2016
Issue: Escambia County Resolution
From: Pat Johnson, Department Director
Organization: Waste Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County Resolution: Approval of Emerald Coast Utilities Authority Resolution No. 15-04 - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the Escambia County Resolution:

A. Rescind the Board's action of June 25, 2015, CAR III-5, adopting and authorizing the Chairman to sign, the Escambia County Resolution R2015-89, providing for approval of the Emerald Coast Utilities (ECUA) Resolution No. 15-04, adopted by ECUA on May 28, 2015, for the purpose of building, operating, and maintaining a Single Stream Materials Recovery Facility in Escambia County, Florida, with appropriate findings and as modified, on an interim and temporary basis.

B. Adopt and authorize the Chairman to sign, subject to Legal review and sign-off, the Escambia County Resolution providing for approval of the Emerald Coast Utilities Authority (ECUA) Resolution No. 15-04, adopted by the ECUA on May 28, 2015, for the purpose of building, operating, and maintaining a Single Stream Materials Recovery Facility (MRF) in Escambia County, Florida, with appropriate findings and as modified, superseding Resolution No. R2015-89, on an interim and temporary basis.

BACKGROUND:

The Emerald Coast Utilities Authority (ECUA) had transported source-separated recovered materials collected in Escambia County, to a Materials Recycling Facility (MRF) in Montgomery, Alabama which is no longer operating. The adoption of this Resolution provides a viable option to maintain recycling services for the citizens of Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution was prepared by Charles Peppler, Deputy County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Chapter 2001-324, § 5(c)(1), Laws of Florida, provides that ECUA may seek approval to provide, operate and maintain resource recovery systems from the Board of County Commissioners, as the governmental body of the jurisdiction in which the resource recovery system shall serve.

IMPLEMENTATION/COORDINATION:

The Clerk shall forward a copy of this Resolution to Stephen Sorrell, Executive Director, Emerald Coast Utilities Authority.

Attachments

Resolution and Interlocal Agreement

Board Minutes

ECUA Resolution 15-04

RESOLUTION No. R2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, PROVIDING FOR APPROVAL OF RESOLUTION NO. 15-04 ADOPTED BY THE EMERALD COAST UTILITIES AUTHORITY (ECUA) ON MAY 28, 2015 WITH APPROPRIATE FINDINGS AND AS MODIFIED; SUPERCEDING RESOLUTION NO. R2015-89; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is required by § 403.706(1), Fla. Stat. (2015) to exercise the responsibility and power for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of Escambia County;

WHEREAS, the Florida legislature has mandated maximum resource recovery from solid waste and maximum recycling and reuse of such resources as provided by § 403.702 (1)(e), Fla. Stat. (2015);

WHEREAS, ECUA's enabling act, codified in Chapter 2001-324, Laws of Florida, provides for certain powers that may be exercised by ECUA as enumerated in Section 5 of its enabling act;

WHEREAS, Chapter 2001-324, § 5(c)(1), Laws of Florida, provides that ECUA may seek approval to provide, operate and maintain resource recovery systems from the Board of County Commissioners as the governmental body of the jurisdiction in which the resource recovery system shall serve;

WHEREAS, ECUA had transported source-separated recovered materials collected in Escambia County to a recovered materials processing facility in Montgomery, Alabama which is no longer operating;

WHEREAS, Escambia County and ECUA are jointly pursuing the establishment of a Materials Recovery Facility or Municipal Recycling Facility (MRF) in Escambia County for the benefit of citizens of the State of Florida, Escambia County and City of Pensacola;

WHEREAS, ECUA lacks the legal authority to build, operate, own or maintain a MRF in Escambia County, Florida without the approval of the Board of County Commissioners of Escambia County, Florida (BCC);

WHEREAS, ECUA and BCC have entered into an Interim Interlocal Agreement for Materials Recovery Facility (Interim Interlocal Agreement) which was approved by BCC on October 22, 2015 and executed by Chairman Steven Barry on November 10, 2015 on behalf of BCC and by Stephen E. Sorrell, P.E., M.P.A., Executive Director, on November 17, 2015 on behalf of ECUA, a copy of which is attached and incorporated by reference, which provides that ECUA shall construct a Single Stream Recyclables MRF at the Perdido Landfill and shall be operated according to terms of the attached Interim Iterlocal Agreement; and

WHEREAS, the citizens of the State of Florida, of Escambia County, Florida and of City of Pensacola would benefit from ECUA's building, operating and maintaining the Single Stream Recyclables MRF in Escambia County on an interim and temporary basis according to the terms of the Interim Interlocal Agreement for the period of time as set forth in Paragraphs 6 and 7 of the Interim Interlocal Agreement.

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

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

SECTION 2. That the Board hereby approves ECUA's Resolution No. 15-04 insofar as it provides for building, operating and maintaining a resource recovery system in the form of a municipal recycling facility or recovered materials processing facility in Escambia County, Florida on an interim and temporary basis. This approval is limited to the period of time as set forth in paragraphs 6 and 7 of the Interim Interlocal Agreement.

SECTION 3. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida and shall supersede Resolution R2015-89.

SECTION 4. That the Clerk shall forward a copy of this Resolution to Stephen Sorrell, P.E., M.P.A., Executive Director, Emerald Coast Utilities Authority.

ADOPTED this ___ day of March, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST:Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Escambia County
Clerk's Original

10/22/2015 CAR III-5

INTERIM INTERLOCAL AGREEMENT FOR MATERIALS RECOVERY FACILITY

This INTERIM INTERLOCAL AGREEMENT FOR MATERIALS RECOVERY FACILITY (hereinafter "Agreement"), made and entered into as of the 22nd day of October, 2015 (hereinafter "Effective Date"), by and between the County of Escambia, a political subdivision of the State of Florida (hereinafter "County"), and the Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district (hereinafter "ECUA") (collectively hereinafter the "Parties"), is as follows:

W I T N E S S E T H:

WHEREAS the Parties are presently in the process of negotiating with Mustang Renewable Power Ventures, LLC so that an Advanced Mixed Materials Recycling Facility (AMMRF) may be constructed and operated in Escambia County, Florida;

WHEREAS the Parties believe it will take several years before any such AMMRF can be constructed and become operational;

WHEREAS ECUA presently collects single stream recyclables which are source separated in Escambia County and Santa Rosa County, Florida;

WHEREAS the single stream recyclables collected by ECUA are unsuitable for marketing as recovered materials until such time as they are processed through a Materials Recovery Facility (MRF);

WHEREAS there is no operating MRF located within a 175 mile radius of Pensacola, Florida which is capable of receiving and processing the volume of single stream recyclables which ECUA presently collects;

WHEREAS the Parties previously passed separate Resolutions determining that it was necessary and appropriate for ECUA to provide, operate, and maintain a MRF until such time as the AMMRF is constructed and becomes operational; and

WHEREAS the County desires to lease approximately four acres of its property at the Perdido Landfill in order to facilitate ECUA's construction of an Interim Single Stream Recyclables MRF to be operated by ECUA until the contemplated AMMRF becomes operational;

Date: 11/10/2015 Verified By: C. Larsen

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015089134 11/23/2015 at 02:05 PM
OFF REC BK: 7439 PG: 1786 - 1794 Doc Type: AGM
RECORDING: $78.00

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated in this Agreement as if set forth fully herein.

2. County's Lease of Real Property. During the term of this Agreement, ECUA shall lease from the County a four acre portion, more or less, of its existing asphalt compost pad at the Perdido Landfill at the rate of one dollar ($1.00) per year. The lease payment shall be due on the first (1st) day of each year of this Agreement, in advance. The area to be leased is generally depicted on Attachment A hereto and is hereby incorporated by referenced. A default in any term of this Agreement shall constitute a default of this leasehold provision and shall entitle the County to all remedies available to a landlord pursuant to Florida law, in addition to those remedies expressly stated herein.

3. ECUA to Construct MRF. ECUA shall obtain permits for and construct a Single Stream Recyclables MRF on the leased property which will consist of a fabric-type building approximately 330' by 160' in size, and inside that structure recycling sorting equipment previously ordered by ECUA will be installed. The permitting of and construction of the MRF as well as the installation of recycling sorting equipment will be ECUA's expense. ECUA will also be responsible for all costs associated with modifying the existing asphalt pad to support the building and its contents. Moreover, ECUA will be responsible for supplying water, sewer, telephone and other needed utilities and infrastructure for the necessary or convenient use of the leased property as a MRF.

4. Operation of the MRF.

(a) The MRF to be erected by ECUA will be operated by ECUA or an operator selected by ECUA as an interim facility processing only single stream recyclables. No municipal solid waste will be processed at the MRF, and any residue generated at the MRF will be transported by ECUA, across the Perdido Landfill scales, and disposed of at the then-current gate rate for the Perdido Landfill. However, any waste generated at the MRF which cannot be lawfully disposed of at the Perdido Landfill will be, as between the Parties, the responsibility of ECUA, but ECUA may hold a third

party ultimately responsible. ECUA shall process, market, and sell the single stream recyclables it processes at its expense, and it shall retain all proceeds from those endeavors. Provided, however, that in any year, ECUA shall deliver (or cause to be delivered) and process at the MRF not more than 40,000 tons of residential single stream recyclables unless ECUA first obtains approval from the Board of County Commissioners. (As used in this Agreement, the term "year" shall refer to the County's fiscal year, beginning October 1st and ending on September 30th.)

(b) The MRF will only operate during the Perdido Landfill's operating hours and will observe all holidays observed at the Perdido Landfill. During the term of this Agreement, ECUA shall manage traffic associated with the MRF. ECUA shall also maintain the leasehold area in a neat and clean condition, free of debris generated from its activities at the MRF.

(c) The MRF shall be operated in accordance with all applicable federal, state, and local laws and regulations including, but not limited to, the Safety Policy Manual published by the Board of County Commissioners of Escambia County, Florida (May 2015), as may be amended from time to time.

5. Yard Trash. Because the County will not have use of four acres, more or less, of its existing asphalt compost pad, ECUA shall be obligated to receive yard trash at its compost site at the Central Water Reclamation Facility located at 2980 Old Chemstrand Road, Cantonment, Florida (hereinafter the "ECUA composting site"). So long as this Agreement shall remain in effect, ECUA shall accept at the ECUA composting site 12,000 tons of yard trash per year from the City of Pensacola at no charge. ECUA shall also collect from the County's Perdido Landfill 4,000 tons per year of yard trash from other generators at no charge. Additionally, ECUA will deliver at no charge to the County at its Perdido Landfill up to 16,000 tons per year of finished compost, ground yard debris and/or wood chips, as directed by the County. For all other yard trash processed at ECUA's composting site, ECUA may charge its established fee for all applicable services. In recognition of the fact that the County will realize a savings in operational costs since it will not be processing yard trash at the Perdido Landfill during the term of this Agreement, the County shall charge ECUA a reduced tipping fee of $2.00 per ton on up to 77,000 tons of residential waste per year in return

for ECUA's providing the services described in this paragraph. No unused tonnage, whether by the City, County or ECUA, shall be carried over to the next year. Additionally, in no year shall ECUA be entitled to a reduced tipping fee on more than 77,000 tons of residential waste.

6. Term. The initial term of this Agreement shall begin on the Effective Date and end three years after the MRF to be constructed by ECUA becomes operational; however, the term may be extended upon mutual written agreement of the Parties, in the event the AMMRF is not yet operational.

7. End of Lease. At the conclusion (or earlier termination for cause, as discussed below) of the initial term of this Agreement and any extension/s thereof, ECUA shall have 180 days within which to vacate the site. In doing so, ECUA shall, at its cost, remove the fabric building and any recycling sorting equipment not utilized in the AMMRF. The County shall retain all modifications made to the asphalt pad and utility infrastructure installed by ECUA. The lease site shall be returned to pre-lease condition or better by ECUA. This Agreement may be terminated by either party for cause, provided, however, that the party seeking termination shall provide the other party with at least 180 days written notice and reasonable opportunity to cure the breach.

8. Notice and Contact.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:

(b) Name and contact information of the County's project manager:

Pat Johnson
Escambia County Perdido Landfill
13009 Beulah Road
Cantonment, Florida 32534
Telephone: (850) 937-2160

(c) Name and contact information of ECUA's project manager:

Randy Rudd, Deputy Executive Director of Shared Services
9255 Sturdevant Street
Pensacola, FL 32514
Telephone: (850) 969-3393

(d) In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in paragraph 8(a), above.

9. 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 shall give the first party written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the first Party may terminate this Agreement for cause.

10. Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or any association whatsoever between ECUA and the County.

11. Choice of Law; Venue. This Agreement and the interpretation and performance thereof shall be governed by the laws of the State of Florida, and any action arising out of or related to this Agreement shall be brought only in a court of appropriate jurisdiction in Escambia County, Florida.

12. Force Majeure. "Force Majeure" means an event beyond the reasonable control of the Party, which prevents such Party from performing any of its obligations under this Agreement, including: (a) acts of God (such as earthquakes, hurricanes, floods, and abnormal weather); (b) fires or explosions; (c) war, hostilities (whether war is declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo; (d) riot, rebellion, revolution, insurrection, military or usurped power or civil war; (e) labor disputes involving strikes, slowdowns, lockouts or disorder; or (f) governmental restrictions or inability to obtain necessary permits or materials. If a

delay of performance occurs due to an event of Force Majeure, the period for performance shall be extended for a time equal to the time lost because of the Force Majeure, but only if the affected Party gives prompt notice to the other Party of the occurrence causing the delay and acts in good faith and uses due diligence to perform to the extent performance is not prevented by the event of Force Majeure. To the extent practicable, the affected Party shall use commercially reasonable efforts to mitigate the effects of such event of Force Majeure on its obligations under this Agreement.

13. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement is entered into for the sole and exclusive benefit of the Parties and will not be interpreted in such a manner as to give rise to or create any rights or benefits of or for any person not a Party hereto.

14. Interpretation. Headings used throughout this Agreement are for the purpose of convenience only and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement. This Agreement constitutes a limited approval of the Board of County Commissioners for ECUA to operate beyond the restrictions in that certain Permanent Injunction issued on February 28, 1995 in *Escambia County, Florida v. Escambia County Utilities Authority*, Case No. 94-1720-CA-01, and this Agreement shall not interpreted as authorization for ECUA to operate or maintain resource recovery systems or solid waste distribution or disposal systems except as contemplated in this Agreement or as otherwise previously authorized by the Board of County Commissioners.

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

16. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a

waiver or relinquishment of any other provision or of either Party's right thereafter to enforce the same provision in accordance with this Agreement.

17. Dispute Resolution. The Parties agree that in the event of a dispute or claim relating to, arising out of, or interpreting this Agreement, all such disputes or claims shall be fully, finally, and exclusively decided by a court of competent jurisdiction sitting in or presiding over Escambia County, Florida. Additionally, the Parties knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which the judge alone sits as the trier of fact.

18. Amendment. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.

19. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.

EMERALD COAST UTILITIES AUTHORITY,
a local governmental body, corporate and politic

EMERALD COAST UTILITIES AUTHORITY SEAL 1981 FLORIDA

BY: _____
Stephen E. Sorrell, P.E., M.P.A.
Executive Director

ATTEST:

By: _____ Date: 11-17-15
Linda G. Iversen
Executive Assistant
to the Board

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

BY: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Date: 11/10/2015

(SEAL)

BCC Approved: 10-22-2015

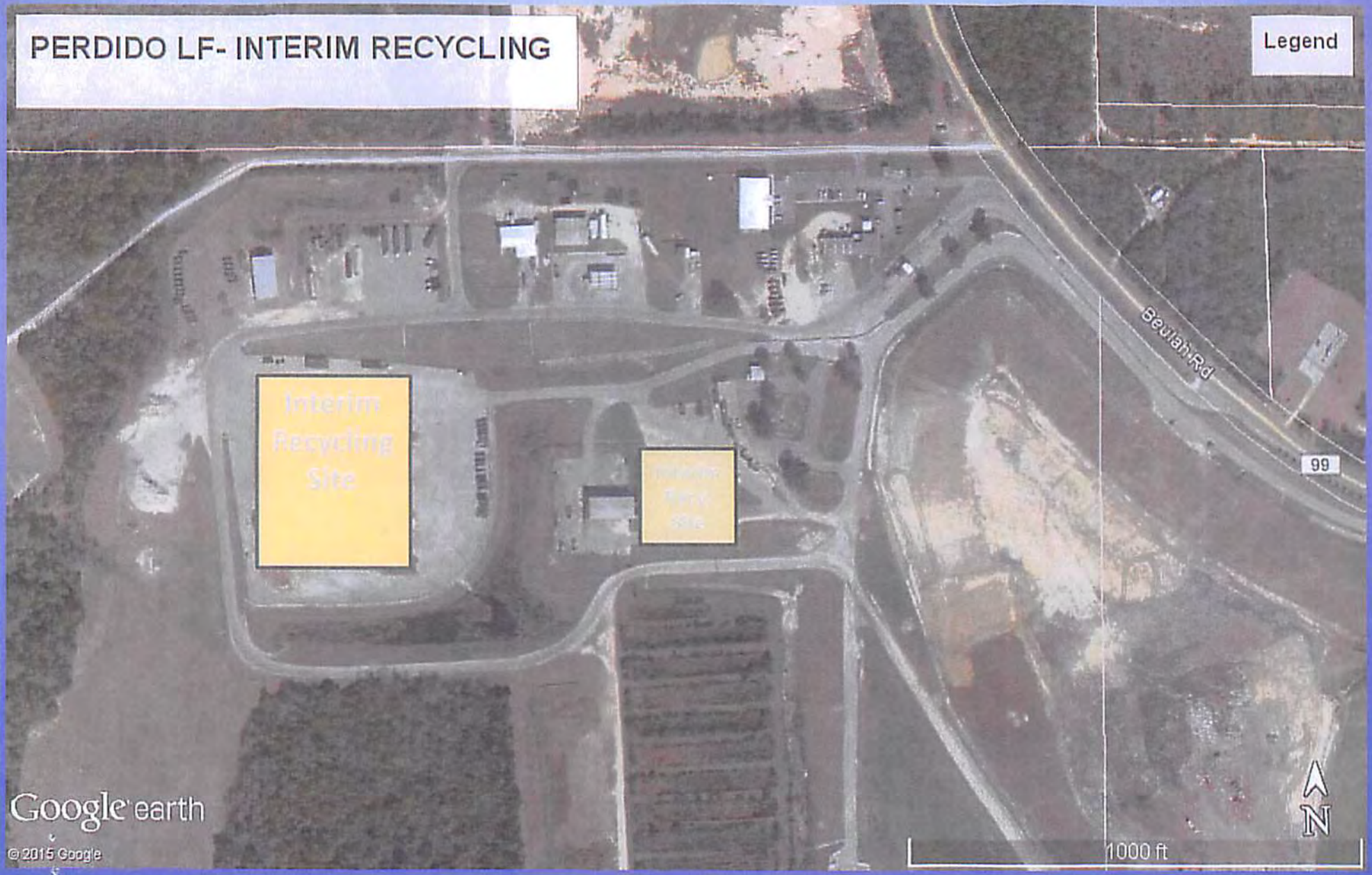
This document approved as to form and legal sufficiency.

By _____

Title Asst. County Attorney

Date Nov. 6, 2015

Attachment "A"



COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

5. ECUA Resolution No. 15-04

Motion made by Commissioner Robertson, seconded by Commissioner May, and carried 4-0, with Commissioner Robinson absent, adopting, and authorizing the Chairman to sign, the Escambia County Resolution *(R2015-89)* providing for approval of the Emerald Coast Utilities Authority (ECUA) Resolution No. 15-04, adopted by ECUA on May 28, 2015, for the purpose of building, operating, and maintaining a Single Stream Materials Recovery Facility in Escambia County, Florida, with appropriate findings and as modified, on an interim and temporary basis.

6. Interlocal Agreement

Motion made by Commissioner May, seconded by Commissioner Underhill, and carried 3-0, with Commissioner Robertson abstaining *(and filing Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers)*, and Commissioner Robinson absent, approving the Interlocal Agreement among the Board of County Commissioners of Bay County, Florida; the Board of County Commissioners of Escambia County, Florida; the Board of County Commissioners of Holmes County, Florida; the Board of County Commissioners of Okaloosa County, Florida; the Board of County Commissioners of Santa Rosa County, Florida; the Board of County Commissioners of Walton County, Florida; the Board of County Commissioners of Washington County, Florida; and the West Florida Regional Planning Council (RPC), to engage the RPC to serve in an advisory capacity as the regional planning entity to provide area-wide coordination for the Constituents, as defined in the Interlocal Agreement.

7. Reorganization of the Board of County Commissioners Staff

Motion made by Commissioner Robertson, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Robinson absent, approving "the recommendation."

For Information: An organization chart was distributed as backup. A written recommendation was not distributed, and a verbal recommendation was not stated.

RESOLUTION
NO. 15-04

A RESOLUTION
TO BE ENTITLED

A RESOLUTION OF THE EMERALD COAST UTILITIES AUTHORITY FINDING THAT IT IS NECESSARY AND APPROPRIATE FOR IT TO BUILD, OPERATE, AND MAINTAIN A MUNICIPAL RECYCLING FACILITY IN ESCAMBIA COUNTY, FLORIDA.

WHEREAS the Emerald Coast Utilities Authority (ECUA) presently collects solid waste, including but not limited to source separated recyclables, in Escambia County and Santa Rosa County, Florida;

WHEREAS ECUA presently transports the source separated recyclables it collects in Escambia County and Santa Rosa County, Florida to a Municipal Recycling Facility (MRF) located in Montgomery, Alabama so that those materials may be processed, sorted into specific recyclable streams, and marketed as recovered materials;

WHEREAS the MRF located in Montgomery, Alabama is the closest MRF capable of processing the volume of source separated recyclables collected by ECUA;

WHEREAS the agreement under which ECUA is able to deliver recyclables to Montgomery, Alabama is presently scheduled to expire in May, 2016 and unlikely to be renewed;

WHEREAS there is no other MRF located within a 175 mile radius of Pensacola, Florida which is capable of receiving and processing the volume of source separated recyclables which ECUA presently collects;

WHEREAS the source separated recyclables collected by ECUA are unsuitable for marketing as recovered materials until such time as they are processed through a MRF;

WHEREAS a MRF operating locally would increase the efficiency of recycling in both Escambia County and Santa Rosa County, Florida and drastically decrease transportation costs associated therewith;

WHEREAS the presence of a MRF in Escambia County, Florida would enable source separated recyclables to be locally processed;

WHEREAS a MRF located in Escambia County, Florida would generate jobs and provide employment opportunities locally;

WHEREAS ECUA lacks the ability to build, operate, and maintain a MRF in Escambia County, Florida without the approval of the Board of County Commissioners for Escambia County, Florida;

WHEREAS the citizens of Escambia County, Florida would benefit from ECUA's building, operating, and maintaining a MRF in Escambia County, Florida; and

WHEREAS ECUA desires and deems it appropriate and necessary to build, operate, and maintain a MRF to facilitate recycling;

NOW, THEREFORE, BE IT RESOLVED BY THE EMERALD COAST UTILITIES AUTHORITY:

Section I. The foregoing recitals are found to be true and correct and are incorporated herein.

Section II. The Emerald Coast Utilities Authority determines that it is necessary and appropriate for it to build, operate, and maintain a Municipal Recycling Facility within Escambia County, Florida and exercise all implied powers necessary or incidental to carrying out that function.

Section III. This resolution shall become effective upon such time as it is approved by Escambia County, Florida through its Board of County Commissioners.

EMERALD COAST UTILITIES AUTHORITY SEAL 1981 FLORIDA

Lois Benson, Chairman

ATTEST:

Stephen E. Sorrell, P.E., M.P.A.
Executive Director

Adopted on: May 28, 2015

Prepared by: Bradley S. Odom, Esq.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9872 **County Administrator's Report 9. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Group Medical Insurance (PD14-15.069)
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

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

That the Board approve and authorize the County Administrator to sign the Administrative Services Agreement and the HIPAA-AS Addendum to the Administrative Services Agreement (Exhibit "C") between Blue Cross Blue Shield of Florida, Inc., D/B/A Florida Blue, and the Escambia County Board of County Commissioners (BCC) for Escambia County's Group Medical Insurance PD 14-15.069.

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

BACKGROUND:

On August 20, 2015, the BCC approved a three year Contract with Florida Blue to provide self-funded health insurance coverage beginning January 1, 2016 to December 31, 2019. The Administrative Services Agreement was part of the health care proposal. When legal staff reviewed the Agreement, the recommended that the Board be made aware of Section 2.4 - Use of Names and Logos of the Agreement, which states "The Employer agrees to allow Florida Blue to use the employer's name and logo on I.D. cards and other forms necessary to effectuate this Agreement, and to promote the Employer's relationship with Florida Blue to potential or existing providers." The County's legal staff determined that this does not follow the intent of the County Ordinance relating to the use of the County's name and logo. The promotion was to identify that Escambia County is a client customer and likely inclusion of the Escambia County name or logo on the Florida Blue customer wall in their Jacksonville Offices.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Services Fund, Cost Center 140609, Object Code 54501. Final funding will be provided to the Board upon completion of Contract negotiations.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the policy and deemed it legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

BCC Regular Meeting, County Administrator's Report Car II-19 of August 20, 2015, BCC Regular Meeting, County Administrator's Report Car II-7 of September 24, 2015 and County Administrator's Report Car II-17 of November 17, 2015,

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with Legal, the Office of Purchasing, and Florida Blue to distribute the Agreement.

Attachments

Administrative Services Agreement between BlueCross BlueShield & Esc County BCC 2016.

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

and

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

This Administrative Services Agreement (hereinafter referred to as the "Agreement"), made this _____ day of _____, 2016 is by and between Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue, a Florida corporation having its principal place of business at 4800 Deerwood Campus Parkway, Jacksonville, Florida 32246 (hereinafter referred to as "Florida Blue") and Escambia County Board of County Commissioners located at 221 Palafox Place, Suite 200, Pensacola, Florida 32502-5835 (hereinafter referred to as the "Employer").

WHEREAS, the Employer has established and currently sponsors a self-insured Employee Welfare Benefit Plan, to provide certain benefits (attached hereto as Exhibit "A" and hereinafter called the "Group Health Plan") for covered group members and their covered dependents; and

WHEREAS, except as otherwise specifically provided herein, the Employer is to retain all liabilities under its Group Health Plan, and Florida Blue is to provide the agreed upon services to the Group Health Plan without assuming any such liability; and

WHEREAS, the Employer desires that, with respect to the Group Health Plan, Florida Blue furnish certain claims processing and administrative services.

NOW, therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the parties agree as follows:

SECTION I

TERM

1.1 Initial Term

The initial term of this Agreement shall be from January 1, 2016 (the effective date) and shall end on December 31, 2018 (the termination date), unless the Agreement is terminated earlier in accordance with the provisions of this Agreement.

1.2 Renewal Terms

After the Initial Term, this Agreement will automatically renew each anniversary date for successive one year terms at the renewal rates then in effect, unless either party notifies the other party of its intent not to extend this Agreement at least 30 days prior to the applicable anniversary date.

SECTION II

DUTIES AND RESPONSIBILITIES OF THE EMPLOYER

2.1 Final Authority

The Employer retains all final authority and responsibility for the Group Health Plan including, but not limited to eligibility and enrollment for coverage under the Group Health Plan, the existence of coverage, the benefits structure of the Group Health Plan, claims payment decisions, cost containment program decisions, utilization benefits management, compliance with the requirements of COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985, as amended), compliance with reporting and remitting abandoned property funds, and compliance with any other state and federal law or regulation applicable to the Employer, the Group Health Plan, or the administration of the Group Health Plan.

The Employer agrees to provide Florida Blue with any information Florida Blue reasonably requires in order to perform the administrative services set forth herein.

2.2 Eligibility and Enrollment

As of the first day of the term of this Agreement, the Employer will have delivered to Florida Blue enrollment information regarding eligible and properly enrolled members, as determined by the Employer. The Employer shall deliver to Florida Blue all employee and dependent eligibility status changes on a monthly basis, or more frequently as mutually agreed by the parties.

The Employer shall be responsible for providing each covered employee with a copy of the plan document which shall include the Group Health Plan.

2.3 Financial Obligations

A. Claims Payment

The Employer is financially responsible for the payment of all claims paid under the Group Health Plan. Financial arrangements regarding the payment of such claims are set forth in Exhibit "B".

B. Administrative Fees

The Employer agrees to promptly pay all administrative fees as set forth in Exhibit "B". Administrative fees are not subject to change during the initial term of this Agreement, except as set forth below. The administrative fees shall be payable to Florida Blue within 45 days of written notification to the Employer of the amount owed.

C. Late Charges

In the event the Employer fails to pay any amount owed in full by the due date, the Employer shall pay Florida Blue, in addition to the amount due, a late charge as set forth in Exhibit "B".

D. Modifications

Florida Blue may modify the administrative fees contained in Exhibit "B" at any time on or after the first anniversary of this Agreement's effective date, upon giving forty-five (45) days prior written notice to the Employer. Additionally, Florida Blue, at any time, may modify the administrative fee, if the Employer substantially modifies the Group Health Plan or changes enrollment.

2.4 Use of Names and Logos

The Employer agrees to allow Florida Blue to use the Employer's name and logo on I.D. cards and other forms necessary to effectuate this Agreement, and to promote the Employer's relationship with Florida Blue to potential or existing providers. Florida Blue shall not use the Employer's name or logo for any other purpose without the prior written consent of the Employer.

The Employer agrees that the names, logos, symbols, trademarks, tradenames, and service marks of Florida Blue, whether presently existing or hereafter established, are the sole property of Florida Blue and Florida Blue retains the right to the use and control thereof. The Employer shall not use Florida Blue's name, logos, symbols, trademarks or service marks in advertising or promotional materials or otherwise without the prior written consent of Florida Blue and shall cease any such usage immediately upon written notice by Florida Blue or upon termination of this Agreement, whichever is sooner.

2.5 Confidential and Trade Secret Information

Florida Blue maintains proprietary and confidential information and competitively-sensitive trade secret information, which information may be disclosed to the Employer for the purposes of analyzing such information in conjunction with the services performed under the Agreement. To the extent such information constitutes a "trade secret" as defined in §812.081, Florida Statutes, and which was stamped "confidential" at the time of submission, the Employer agrees to hold such confidential and/or trade secret information in confidence and only disclose such information to employees of the Employer who have a need to know such information; provided however that such employees of the Employer agree to maintain the confidentiality of the confidential and/or trade secret information and take all steps necessary to safeguard the confidential and/or trade secret information against unauthorized access, use, and disclosure to at

least the extent the Employer maintains the confidentiality of its most proprietary and confidential information.

To the extent such information constitutes a "trade secret" as defined in §812.081, Florida Statutes, and which was stamped "confidential" at the time of submission, the Employer shall not disclose such confidential and/or trade secret information to any third party without the express written permission of Florida Blue. If Florida Blue, in its sole discretion, approves release of confidential and/or trade secret information to a third party, the third party and the Employer will be required to execute a Confidentiality and Indemnity Agreement, in a form specified by Florida Blue, prior to the release of the confidential information and/or trade secret information. For purposes of this paragraph, trade secret information is such information as defined in §812.081, Florida Statutes, is competitively sensitive information which is advantageous to Florida Blue in the marketplace and Florida Blue considers such information to be a trade secret protected from public disclosure in any meeting which is subject to Florida's Government in the Sunshine Law Section 286.011 Florida Statutes. If, when, and to the extent during its activities under this Agreement a court determines that Florida Blue is a "contractor" for purposes of Section 119.0701, Florida Statutes, Florida Blue will comply with all of the Florida public records' laws.

2.6 Confidential Exceptions

Employer is not obligated to maintain as confidential any information that (i) is now available or becomes available to the public; (ii) is explicitly approved for release by the discloser; (iii) is lawfully obtained from a third party or parties; (iv) is known to the Employer prior to disclosure; (v) is independently developed by the Employer without the use of Florida Blue's information; or (vi) which the Employer is required to disclose pursuant to applicable law, statute, or regulation, or court order, including but not limited to Chapter 119, Florida Statutes.

SECTION III

DUTIES AND RESPONSIBILITIES OF FLORIDA BLUE

3.1 Generally

It is understood and agreed that Florida Blue is empowered and required to act with respect to the Group Health Plan only as expressly stated herein.

The Employer and Florida Blue agree that Florida Blue's role is to provide administrative claims payment services, that Florida Blue does not assume any financial risk or obligation with respect to claims, that the services rendered by Florida Blue under this Agreement shall not include the power to exercise control over the Group Health Plan's assets, if any, or discretionary authority over the Health Care Plan's operations, and that Florida Blue will not for any purpose, be deemed to be the "Plan Administrator" of the Group Health Plan or a "fiduciary"

with respect to the Group Health Plan. Florida Blue's services hereunder are intended to and shall consist only of ministerial functions. The Group Health Plan's "Administrator" is the Employer. Florida Blue will assume fiduciary responsibility for claims processing. The Employer extends to Florida Blue the discretionary authority to make decisions concerning claims and claim appeals submitted by plan members, including appeals of adverse benefit determinations, and the external independent review following the denial of an adverse benefits determination appeal. Florida Blue will also be responsible for the defense of decisions concerning claims and claims appeals. However, Florid Blue will not assume liability for benefit decisions made by the Employer. Florida Blue's responsibility as a claims processing fiduciary would be to process claims submitted for members, including any and all appeals, using the care, skill, prudence and diligence one expects from an insurance company and in accordance with the Employer's plan documents.

3.2 Enrollment; Forms and I.D. Cards

Florida Blue shall enroll those individuals who have completed an application and are identified by the Employer as eligible for benefits under the Group Health Plan on the effective date of this Agreement, and subsequently during the continuance of this Agreement. Florida Blue shall be entitled to rely on the information furnished to it by the Employer, and the Employer shall hold Florida Blue harmless for any inaccuracy or failure to provide such information in a timely manner.

Florida Blue shall furnish to the Employer, for distribution to persons participating in the Group Health Plan, a supply of identification cards, benefit plan descriptions, forms to be used for submission of claims and enrollment, and any other forms necessary for the administration of the Group Health Plan, as determined by Florida Blue.

3.3 Claims Processing

Florida Blue shall provide claims processing services on behalf of the Employer for all properly submitted claims, in accordance with the benefits set forth in Exhibit "A", using funds solely supplied by the Employer, as set forth in Exhibit "B". Additionally, Florida Blue will comply with the performance guarantee measures set forth in Exhibit D. Florida Blue shall furnish each claimant with an explanation of each claim that is paid, rejected or suspended.

For purposes of this Agreement, the term "claim(s)" shall be defined as the amount paid or payable by Florida Blue to providers of services and/or covered group members under this Agreement and the Group Health Plan, and in conformity with any agreements Florida Blue enters into with such providers of services. For value-based reimbursement programs Florida Blue enters into with participating providers, an applicable claim level surcharge may be included in the claim amount.

Claim level charges are used to fund a bonus pool for making quality improvement and financial performance incentive payments to providers which have entered into a value-based reimbursement arrangement with Florida Blue. The surcharge is only applicable to services provided by these providers, and shall not affect member cost sharing.

The accrued bonus pool, which shall be held in a non-interest bearing account, will include surcharge amounts contributed by other self-funded employers. All amounts in the bonus pool shall be available to fund incentive payments to providers who have entered into a value-based reimbursement arrangement with Florida Blue and who have achieved the requisite quality and financial goals.

The amount of the surcharge will be set by Florida Blue based on actuarially estimated incentive payments contractually due to providers. Florida Blue will perform periodic reconciliations of the bonus pool and may adjust the applicable claim level surcharge from time to time as it reasonably determines necessary to appropriately fund the bonus pool.

Such claims level surcharge amounts will not be refunded to the Employer, including upon termination of this Agreement. Any surplus funds at the end of an incentive payment measurement period shall be used to fund incentive payments in a subsequent period. Any deficit in funds at the end of an incentive payment measurement period shall be collected in the next period through an adjustment to the claims level surcharge amount which will cover the previous period shortfall.

Additionally, Florida Blue may enter into bundled payment arrangements with providers of service which require a single provider to be responsible for providing and/or arranging for the provision of a group of services for a defined episode of care (e.g., hospital, physician and/or ancillary services).

In processing such claims for the defined episode of care, notwithstanding the requirements of Exhibit "A", Florida Blue may calculate the member cost sharing based upon the status of the provider receiving the bundled payment without regard to the fact that other provider types may have provided certain components of the episode included in the bundled payment arrangement.

3.4 Program Administration

Florida Blue shall administer its established cost containment programs and utilization benefits management programs, as selected by the Employer and described in the Group Health Plan.

Florida Blue shall make available its Preferred Provider Organization Program(s) to covered group members and their covered dependents, as set forth in the Group Health Plan. Any agreements between providers of services and Florida Blue are the sole property of Florida Blue and Florida Blue retains the right to the use and control thereof.

3.5 Inaccurate Payments

Whenever Florida Blue becomes aware that the payment of a claim under the Group Health Plan to any person was, or may have been, made which was not in accordance with the terms of the Group Health Plan, whether or not such payment was Florida Blue's fault, and whether or not such payment was more than or less than was appropriate under the terms of the Group Health Plan, Florida Blue shall investigate such payment in accordance with its standard commercial insurance business practices and either 1) for an overpayment of $50.00 or more, make a diligent effort to recover any payment which was more than was appropriate under the Group Health Plan or 2) as the case may be, adjust any claim the payment of which was less than appropriate under the Group Health Plan. The Employer delegates to Florida Blue the discretion and the authority to determine under what circumstances to compromise a claim or to settle for less than the full amount of the claim. In the event any part of an inaccurate payment is recovered, the Employer will receive a refund from Florida Blue. Nothing herein shall require Florida Blue to institute a legal action or suit to recover payments made by Florida Blue.

Additionally, the Employer delegates to Florida Blue the discretion and authority to pursue recoveries for claims paid as a result of fraud, abuse or other inappropriate action by a third party, including the right to opt-out or opt-in the Employer from any class action. These claims include, but are not limited to, all legal claims the Employer can assert whether based on common law or statute such as RICO, antitrust, deceptive trade practices, consumer fraud, insurance fraud, unjust enrichment, breach of fiduciary duty, breach of contract, breach of covenant of good faith and fair dealing, torts (including fraud, negligence, and product liability), breach of warranty, medical monitoring, false claims and kickbacks. If Florida Blue obtains a recovery from any of these efforts, Florida Blue will reimburse the Employer's pro rata share of the recovery. This share is calculated from the Employer's claims history or covered members at the time of such recovery, less the Employer's pro rata share of costs, if any, fees paid to outside counsel and any other costs incurred in obtaining that recovery. Florida Blue will not charge the Employer for any costs if Florida Blue does not obtain a recovery that exceeds those costs.

3.6 Records and Reports

Florida Blue agrees to establish, maintain and provide to the Employer, records and reports generated for the purposes of reporting claims experience and conducting audits of operations. Florida Blue will provide claims information only in accordance with Exhibit C (and Exhibit D, if applicable) to this Agreement. Florida Blue will not provide any information with regard to provider pricing agreements or any other information which is of a confidential or proprietary nature, as determined by Florida Blue.

3.7 Pharmacy Rebates

In certain circumstances, Florida Blue and/or its pharmacy benefits manager and/or vendors (collectively "PBM") negotiate(s) and receive(s) formulary rebates, volume discounts, and/or fees from certain drug manufacturers/distributors as a result of the inclusion of such manufacturer's/distributor's branded products on Florida Blue's formularies ("Rebates").

The PBM generally passes Rebates through to Florida Blue, less a 20% fee as part of its compensation for its services. At times, the PBM may pass through a guaranteed minimum amount per prescription that exceeds the Rebates otherwise payable to Florida Blue. In either situation, Florida Blue passes through 100% of the amounts it receives to the Employer.

Florida Blue may receive a portion of the Rebates on a prepaid, estimated basis, before any drug claims are filed and paid. To the extent that Florida Blue receives prepaid, estimated rebate amounts, Florida Blue retains, as part of its compensation, the interest earned on such amounts from the time it receives such prepayments until it forwards the Employer's Rebates. This time period is generally nine to twelve months. Florida Blue expects to earn interest at the rate of 1.25% per annum.

Florida Blue pays the Employer its Rebates or guaranteed minimum amount after Florida Blue is able to determine the share attributable to the drug claims actually made by the Employer's group members. This typically occurs seven to nine months after the end of the calendar quarter in which the drugs were dispensed.

Florida Blue will provide more specific information on the amounts retained by Florida Blue or the PBM as set forth in Exhibit "F", upon request by the Employer.

3.8 Claims Payments

The source or sources of payment under the Group Health Plan are to be only the assets of the Employer, and Florida Blue will have no liability whatsoever for providing a source from which payments will be made under the Group Health Care Plan.

3.9 Providers Outside the State of Florida

A. Inter-Plan Programs

Florida Blue has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Programs." Whenever members access healthcare services outside the geographic area Florida Blue serves, the claim for those services may be processed through one of these Inter-Plan Programs and presented to Florida Blue for payment in accordance with the rules of the Inter-Plan Programs policies then in effect. The Inter-Plan

Programs available to members under this Agreement are described generally below.

Typically, members, when accessing care outside the geographic area Florida Blue serves, obtain care from healthcare providers that have a contractual agreement (i.e., are "participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, members may obtain care from non-participating healthcare providers. Florida Blue's payment practices in both instances are described below.

Under the Inter-Plan Program called BlueCard®, when members access covered healthcare services within the geographic area served by a Host Blue, Florida Blue will remain responsible to the Employer for fulfilling Florida Blue's contractual obligations. However, in accordance with applicable Inter-Plan Programs policies then in effect, the Host Blue will be responsible for providing such services as contracting and handling substantially all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below. Individual circumstances may arise that are not directly covered by this description; however, in those instances, Florida Blue's action will be consistent with the spirit of this description.

B. Liability Calculation Method Per Claim

The calculation of the member liability on claims for covered healthcare services processed through the BlueCard Program will be based on the lower of the participating healthcare provider's billed covered charges or the negotiated price made available to Florida Blue by the Host Blue.

The calculation of the Employer liability on claims for covered healthcare services processed through the BlueCard Program will be based on the negotiated price made available to Florida Blue by the Host Blue. Sometimes, this negotiated price may be greater than billed charges if the Host Blue has negotiated with its participating healthcare provider(s) an inclusive allowance (e.g., per case or per day amount) for specific healthcare services.

Host Blues may use various methods to determine a negotiated price, depending on the terms of each Host Blue's healthcare provider contracts. The negotiated price made available to Florida Blue by the Host Blue may represent a payment negotiated by a Host Blue with a healthcare provider that is one of the following:

(i) an actual price. An actual price is a negotiated payment without any other increases or decreases, or

(ii) an estimated price. An estimated price is a negotiated payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries,

provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives, or

(iii) an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its healthcare providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues using either an estimated price or an average price may, in accordance with Inter-Plan Programs policies, prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustments may mean that a current price reflects additional amounts or credits for claims already paid to providers or anticipated to be paid to or received from providers). However, the amount paid by the member and the Employer is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The BlueCard Program requires that the price submitted by a Host Blue to Florida Blue is a final price irrespective of any future adjustments based on the use of estimated or average pricing.

If a Host Blue uses either an estimated price or an average price on a claim, it may also hold some portion of the amount that the Employer pays in a variance account, pending settlement with its participating healthcare providers. Because all amounts paid are final, neither variance account funds held to be paid, nor the funds expected to be received, are due to or from the Employer. Such payable or receivable would be eventually exhausted by healthcare provider settlements and/or through prospective adjustment to the negotiated prices. Some Host Blues may retain interest earned, if any, on funds held in variance accounts.

A small number of states require Host Blues either (i) to use a basis for determining member liability for covered healthcare services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or (ii) to add a surcharge.

Should the state in which healthcare services are accessed mandate liability calculation methods that differ from the negotiated price methodology or require a surcharge, Florida Blue would then calculate member liability and the Employer liability in accordance with applicable law.

C. Return of Recoveries

Under the BlueCard Program, recoveries from a Host Blue or its participating healthcare providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, healthcare provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage a third party to assist in identification or collection of recovery amounts. The fees of such a third party may be netted against the recovery. Recovery amounts determined in this way will be applied in accordance

with applicable Inter-Plan Programs policies, which generally require correction on a claim-by claim or prospective basis.

Unless otherwise agreed to by the Host Blue, Florida Blue may request adjustments from the Host Blue for full refunds from healthcare providers due to the retroactive cancellation of membership but only for one year after the date of the Inter-Plan financial settlement process for the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if, as an example, the recovery conflicts with the Host Blue's state law or healthcare provider contracts or would jeopardize its relationship with its healthcare providers.

D. BlueCard Fees and Compensation

The Employer understands and agrees to reimburse Florida Blue for certain fees and compensation which Florida Blue is obligated under the BlueCard Program to pay to the Host Blues, to the Blue Cross and Blue Shield Association (BCBSA), and/or to BlueCard Program vendors, as described below. Fees and compensation under the BlueCard Program may be revised in accordance with the Program's standard procedures for revising such fees and compensation, which do not provide for prior approval by any Employers. Such revisions typically are made annually as a result of Program policy changes and/or vendor negotiations. These revisions may occur at any time during the course of a given calendar year, and they do not necessarily coincide with the Employer's benefit period under this Agreement.

Where applicable, access fees will be applied each time a claim is processed through the BlueCard Program, and will be billed to the Employer as an additional claim liability. Other fees including, but not limited to, administrative expense allowance fees, Central Financial Agency fees, ITS Transaction Fees, an 800 number fee and a fee for providing provider directories, if applicable, are included as a component of the administrative fee and will not be a separate charge to the Employer.

Only the BlueCard Program access fee may be charged separately each time a claim is processed through the BlueCard Program. If one is charged, it will be a percentage of the discount/differential Florida Blue receives from the Host Blue, based on the current rate in accordance with the Program's standard procedures for establishing the access fee rate. The access fee will not exceed $2,000 for any claim. All other BlueCard Program-related fees are included in Florida Blue's general administrative fee.

E. Non-Participating Providers

When covered healthcare services are provided outside of Florida Blue service area by non-participating healthcare providers, the amount(s) a member pays for such services will generally be based on either the Host Blue's non-participating healthcare provider local payment or the pricing arrangements required by

applicable state law. In these situations, the member may be responsible for the difference between the amount that the non-participating healthcare provider bills and the payment Florida Blue will make for the covered services as set forth in this paragraph.

The Employer understands and agrees to reimburse Florida Blue for certain fees and compensation which Florida Blue is obligated under applicable Inter-Plan Programs requirements to pay to the Host Blues, to the Blue Cross and Blue Shield Association, and/or to Inter-Plan Programs vendors. Fees and compensation under applicable Inter-Plan Programs may be revised in accordance with the specific Program's standard procedures for revising such fees and compensation, which do not provide for prior approval by any Employers. Such revisions typically are made annually as a result of Inter-Plan Programs policy changes and/or vendor negotiations. These revisions may occur at any time during the course of a given calendar year, and they do not necessarily coincide with the Employer's benefit period under this Agreement.

F. Inconsistencies

To the extent of any inconsistency between the above provision titled "Providers Outside the State of Florida" and other terms or conditions of the Agreement, the above provision controls.

SECTION IV

TERMINATION

4.1 Administration After Termination

The Employer is solely liable and responsible for all claims incurred under the Group Health Plan by its covered group members and their dependents during the term of this Agreement, including those incurred claims which are not presented to the Employer or Florida Blue during the term of this Agreement. Florida Blue will adjudicate all claims incurred during the term of this Agreement. For purposes of this Agreement, the date of an incurred claim is the date the particular service was rendered or the supply was furnished. After the effective date of termination of this Agreement, the Employer will continue to provide Florida Blue with funds to pay claims incurred prior to the termination date and will continue to pay the applicable administrative fees as set forth in Exhibit "B".

4.2 Unilateral Termination

The Employer or Florida Blue may unilaterally terminate this Agreement upon 90 days prior written notice to the other party after the initial term of this Agreement.

4.3 Termination On Anniversary Date

This Agreement shall terminate as of the date of any anniversary of the effective date of this Agreement, if either the Employer or Florida Blue has given at least 30 days prior written notice to the other party of its intention not to renew this Agreement as of that anniversary date.

4.4 Termination Upon Default

Upon the occurrence of any of the following events, as determined by Florida Blue, this Agreement will automatically terminate at the end of the 8th business day following the day upon which the Employer is notified in writing of any of the events of default set forth hereunder, and then only in the event that the Employer has not cured the incident of default:

1. The Employer's failure to provide adequate funds, as set in Exhibit "B", as necessary for the payment of claims pursuant to the Group Health Plan;

2. The Employer's failure to pay any administrative fees or late penalty as set forth in Exhibit "B" of this Agreement;

3. The Employer ceases to maintain a Group Health Plan;

4. The Employer modifies the Group Health Plan without the prior written consent of Florida Blue;

5. At any time Florida Blue has reasonable grounds for insecurity with respect to the Employer's financial ability to adequately fund the Group Health Plan, and the Employer has failed to immediately provide adequate assurances of financial soundness to Florida Blue;

6. At any time any judicial or regulatory body determines that this Agreement, or any provision of this Agreement, is invalid or illegal, or that this arrangement constitutes an insurance policy or program which is subject to state and/or federal insurance regulations and/or taxation;

7. At any time the Employer otherwise materially breaches this Agreement.

4.5 Rights and Responsibilities Upon Termination

In the event of termination of this Agreement, the Employer will immediately notify each covered group member of the termination date.

Termination of this Agreement for any reason shall not affect the rights or obligations of either party which arise prior to the date of termination.

SECTION V

STANDARD OF CARE: LEGAL ACTIONS

5.1 Standard of Care

Florida Blue and the Employer shall each use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims in the performance of its duties hereunder.

5.2 Legal Actions

Both parties agree Employer is a political subdivision of the State of Florida. As such, Employer's performance under this Agreement and any Amendments connected herewith shall be limited and at all times be subject to any and all the laws of the State of Florida, State Regulations and Employer District Board of Trustees Rules relative to its operations, commitments and/or activities in furtherance of any terms specified herein.

SECTION VI

MISCELLANEOUS PROVISIONS

6.1 Amendment

Except as otherwise provided for herein, this Agreement may be modified, amended, renewed, or extended only upon mutual agreement, in writing, signed by the duly authorized representatives of the Employer and Florida Blue.

6.2 Subsidiaries and Affiliates

Any of the functions to be performed by Florida Blue under this Agreement may be performed by Florida Blue or any of its subsidiaries, affiliates, or designees.

6.3 Governing Law

This Agreement is subject to and shall be governed by the laws of the State of Florida, except where those laws are preempted by the laws of the United States.

6.4 Waiver of Breach

Waiver of a breach of any provision of this Agreement shall not be deemed a waiver of any other breach of the same or a different provision.

6.5 Inconsistencies

If the provisions of this Agreement are in any way inconsistent with the provisions of the Group Health Plan, then the provisions of this Agreement shall prevail and the other provisions shall be deemed modified, but only to the extent necessary to implement the intent of the parties expressed herein.

6.6 Notices

Any notice required to be given pursuant to this Agreement shall be in writing, postage pre-paid, and shall be sent by certified or registered mail, return receipt requested, or by Federal Express or other overnight mail delivery for which evidence of delivery is obtained by the sender, to Florida Blue or the Employer at the addresses indicated on the first page of this Agreement, or such other addresses that the parties may hereafter designate. The notice shall be effective on the date the notice was posted.

6.7 Entire Agreement

This Agreement, including the attachments hereto, contains the entire agreement between Florida Blue and the Employer with respect to the specific subject matter hereof. Any prior agreements, promises, negotiations or representations, either verbal or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are of no force and effect.

6.8 Severability

In the event any provision of this Agreement is deemed to be invalid or unenforceable, all other provisions shall remain in full force and effect.

6.9 Binding Effect of Agreement

The Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, employees, successors, and assigns unless otherwise set forth herein or agreed to by the parties.

6.10 Survival

The rights and obligations of the parties as set forth herein shall survive the termination of this Agreement to the extent necessary to effectuate the intent of the parties as expressed herein.

6.11 Independent Relationship

Notwithstanding any other provision of this Agreement, in the performance of the obligations of this Agreement, each party is at all times acting and performing as an independent contractor with respect to the other party. It is further expressly agreed that no work, act, commission or omission of either party (or any of its

agents or employees) pursuant to the terms and conditions of this Agreement, shall be construed to make or render such party (or any of its agents or employees) an agent, servant, representative, or employee of, or joint venture with, such other party.

IN WITNESS WHEREOF, on the date first written above, the parties have caused this Agreement to be executed by their duly authorized representatives.

BLUE CROSS AND BLUE SHIELD FLORIDA, INC. D/B/A FLORIDA BLUE

_____
Signature

_____
Name (Printed)

_____
Title

_____
Date

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

_____
Signature

Jack R. Brown
Name (Printed)

County Administrator
Title

_____
Date

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 2/18/16

EXHIBIT "A"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.D/B/A FLORIDA BLUE

and

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

GROUP HEALTH PLAN

The entire Group Health Plan is attached hereto and made a part of this Agreement.

EXHIBIT "B"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

and

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this Exhibit is January 1, 2016.

II. Monthly Payments.

A. Each month, Florida Blue will notify the Employer of the amount due to satisfy the previous month's paid claims liability. Florida Blue also will provide the Employer with a detailed printout of the previous month's claims payments. The Employer agrees to pay the full amount of the bill within forty-five (45) days of the written notification. If the payment is not received by Florida Blue by the payment due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, Florida Blue will immediately suspend claims until payment is received by Florida Blue.

B. The Employer agrees to pay to Florida Blue, each month during and after the term of this Agreement, an administrative fee, as set forth below. The Employer agrees to pay to Florida Blue, each month, the administrative fee within forty-five (45) days of the written notification of the amount due. If payment is not received by Florida Blue by the due date, the payment will be considered past due and subject to a late payment charge, as set forth below. Additionally, Florida Blue will immediately suspend claims until payment is received by Florida Blue.

III. Funding Information

A. Method of Funding Transfer: WIRE

IV. Administrative Fees:

A. Administrative fees during the term of the Agreement:

$45.35 per employee per month from January 1, 2016 through December 31, 2016.
$46.73 per employee per month from January 1, 2017 through December 31, 2017.
$48.15 per employee per month from January 1, 2018 through December 31, 2018.

B. Administrative fees after the termination of the Agreement: 15% of claims paid.

V. Late Payment Penalty

A. A daily charge of .00038 times the amount of overdue payment.

VI. Expected Enrollment

A. The administrative fees referenced above are based on an expected enrollment of: 1,681.

B. If the actual enrollment is materially different from this expected enrollment, Florida Blue reserves the right to adjust the administrative fees as set forth in the Agreement. Administrative fees will be charged based on actual enrollment.

EXHIBIT "C"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

and

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

HIPAA-AS ADDENDUM TO ADMINISTRATIVE SERVICES AGREEMENT

This addendum ("Addendum") is effective upon execution and amends that Administrative Services Agreement ("Agreement") made as of January 1, 2016 by and among Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue ("Florida Blue"); Escambia County Board of County Commissioners ("Employer") and Escambia County Board of County Commissioners Group Health Plan ("GHP").

WHEREAS, the Employer has established and maintains GHP as a self-insured employee welfare benefit plan, as described in GHP's Plan Document (referred to in the Agreement as the Group Health Plan); and

WHEREAS, the Employer and GHP desire to retain Florida Blue to provide certain claim processing and administrative services with respect to GHP; and

WHEREAS, the Employer, GHP, and Florida Blue agree to modify the Agreement to incorporate the provisions of this Addendum to address applicable requirements of the implementing regulations, codified at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64, for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (collectively, "HIPAA-AS"), so that GHP may meet its compliance obligations under HIPAA-AS, and to include additional provisions that the Employer, GHP, and Florida Blue desire to have as part of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Employer, GHP, and Florida Blue hereby agree as follows:

PART 1—DEFINITIONS

I. DEFINITIONS

All capitalized terms in this Addendum that are not defined by this Addendum will have the meaning ascribed to them by 45 C.F.R. Parts 160-64. The following terms have the following meanings when used in this Addendum:

A. "Breach" means the unauthorized acquisition, access, use or disclosure of PHI which compromises the security or privacy of PHI

B. "Covered Employee" means the person to whom coverage under GHP has been extended by the Employer.

C. "Covered Person" means the Covered Employee and any other persons to whom coverage has been extended under GHP as specified by GHP's Plan Document.

D. "Creditable Coverage Certificate" means a certificate disclosing information relating to an individual's creditable coverage under a health care benefit program for purposes of reducing any preexisting condition limitation or exclusion imposed by any group health plan coverage.

E. "Disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Florida Blue.

F. "Electronic Protected Health Information" means Protected Health Information that is (1) transmitted by electronic media or (2) maintained in electronic media.

G. "Protected Health Information" means the Protected Health Information, as that term is defined in 45 C.F.R. § 160.103, that Florida Blue creates or receives for, on behalf of, or from GHP (or from a GHP Business Associate) in the performance of Florida Blue's duties under the Agreement and this Addendum. For purposes of this Addendum, Protected Health Information encompasses Electronic Protected Health Information.

H. "Plan Document" means GHP's written documentation that informs Covered Persons of the benefits to which they are entitled from GHP and describes the procedures for (1) establishing and carrying out funding of the benefits to which Covered Persons are entitled under GHP, (2) allocating and delegating responsibility for GHP's operation and administration, and (3) amending the Plan Document. The Employer and GHP represent and warrant that GHP's Plan Document provides for the allocation and delegation of the responsibilities assigned to Florida Blue under the Agreement.

I. "Unsecured PHI" means PHI that is not secured through the use of technology or methods approved by the Secretary of Health and Human Services to render the PHI unusable, unreadable or indecipherable to unauthorized individuals.

J. "Use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Florida Blue.

PART 2--Florida Blue's RESPONSIBILITIES

II. SERVICES PROVIDED BY FLORIDA BLUE

During the continuance of the Agreement, Florida Blue will perform the services set forth in the Agreement with respect to the benefits offered to Covered Persons by GHP.

III. PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

A. Preservation of Privacy

Florida Blue will keep confidential all Protected Health Information that Florida Blue creates or receives on GHP's behalf or receives from GHP (or another Business Associate of GHP) in the performance of its duties under the Agreement and this Addendum.

B. Prohibition on Non-Permitted Use or Disclosure

Florida Blue will neither use nor disclose Protected Health Information (including any Protected Health Information that Florida Blue may receive from a GHP Business Associate) except (1) as permitted or required by this Addendum, (2) as permitted or required in writing by GHP, or (3) as Required by Law.

C. Permitted Uses and Disclosures

Florida Blue will be permitted to use or disclose Protected Health Information only as follows:

1. GHP's Payment Activities and Health Care Operations

Florida Blue will be permitted to use and disclose Protected Health Information for Payment, Health Care Operations, and Data Aggregation for GHP, including programs administered by Florida Blue for GHP that may improve the quality and reduce the cost of care Covered Persons receive. Those programs administered by Florida Blue for GHP:

_____ include (but are not limited to)

__X__ do not include

a payer-based health record program (*i.e.*, Care Profile).

2. Another Covered Entity's Payment Activities and Health Care Operations

Florida Blue will be permitted to disclose Protected Health Information in accordance with 45 C.F.R. § 164.506(c) for the Payment activities of

another Covered Entity or Health Care Provider and for the qualifying Health Care Operations of another Covered Entity.

3. Provider's Treatment Activities

Florida Blue will be permitted to disclose Protected Health Information in accordance with 45 C.F.R. § 164.506(c) for the Treatment activities of a Health Care Provider.

4. Covered Person Permission

Florida Blue will be permitted to use or disclose Protected Health Information in accordance with an authorization or other permission granted by an Individual (or the Individual's Personal Representative) in accordance with 45 C.F.R. § 164.508 or 45 C.F.R. § 164.510, as applicable.

5. Florida Blue's Own Management and Administration

a. Protected Health Information Use

Florida Blue will be permitted to use Protected Health Information as necessary for Florida Blue's proper management and administration or to carry out Florida Blue's legal responsibilities.

b. Protected Health Information Disclosure

Florida Blue will be permitted to disclose Protected Health Information as necessary for Florida Blue's proper management and administration or to carry out Florida Blue's legal responsibilities only (i) if the disclosure is Required by Law, or (ii) if before the disclosure, Florida Blue obtains from the entity to which the disclosure is to be made reasonable assurance, evidenced by written contract, that the entity will (1) hold Protected Health Information in confidence, (2) use or further disclose Protected Health Information only for the purposes for which Florida Blue disclosed it to the entity or as Required by Law; and (3) notify Florida Blue of any instance of which the entity becomes aware in which the confidentiality of any Protected Health Information was breached.

6. De-Identified Health Information

Florida Blue may use Protected Health Information to create De-Identified Health Information in conformance with 45 C.F.R. § 164.514(b). Florida Blue may use and disclose De-Identified Health Information for any purpose, including after any termination of the Agreement and this Addendum.

7. **Limited Data Set**

a. **Creation of Limited Data Set.** Florida Blue may use Protected Health Information to create a Limited Data Set:

i. that contains the minimum amount of Protected Health Information reasonably necessary to accomplish the purposes set out in Paragraph b of this Section III.C.7, below; and

ii. from which have been removed all of the direct identifiers, as specified in 45 C.F.R. § 164.514(e)(2), of the Individuals whose Protected Health Information is included in the Limited Data Set and of the relatives, household members and employers of those Individuals.

b. **Florida Blue's Permitted Uses and Disclosures.** Florida Blue may use and disclose the Limited Data Set for only Health Care Operations permitted by this Addendum.

c. **Prohibition on Unauthorized Use or Disclosure**.

i. Florida Blue will neither use nor disclose the Limited Data Set for any purpose other than as permitted by Paragraph b of this Section III.C.7, as otherwise permitted in writing by GHP, or as Required by Law.

ii. Florida Blue is not authorized to use or disclose the Limited Data Set in a manner that would violate the Privacy Rule, 45 C.F.R. Part 164, Subpart E, if done by GHP.

iii. Florida Blue will not attempt to identify the information contained in the Limited Data Set or contact any Individual who may be the subject of information contained in the Limited Data Set.

d. **Information Safeguards.** Florida Blue will adopt and use appropriate administrative, physical, and technical safeguards to preserve the integrity and confidentiality of the Limited Data Set and to prevent its use or disclosure other than as permitted by this Section III.C.7.

e. **Permitted Subcontractors, and Agents.** Florida Blue will require any agent or subcontractor to which it discloses the Limited Data Set, to agree to comply with the same restrictions and conditions that apply to Florida Blue's use and disclosure of the Limited Data Set pursuant to this Section III.C.7.

f. **Breach of Privacy Obligations.** Florida Blue will report to GHP any use or disclosure of the Limited Data Set that is not permitted by this Section III.C.7 of which Florida Blue becomes aware.

D. Minimum Necessary

Florida Blue will, in the performance of its functions and activities on GHP's behalf under the Agreement and this Addendum, make reasonable efforts to use, to disclose, or to request of a Covered Entity only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the use, the disclosure, or the request, except that Florida Blue will not be obligated to comply with this minimum necessary limitation with respect to:

1. Disclosures to GHP, as distinguished from disclosures to the Employer;

2. Disclosure to or request by a health care provider for Treatment;

3. Use with or disclosure to a Covered Person who is the subject of Protected Health Information, or that Covered Person's Personal Representative;

4. Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an Individual who is the subject of Protected Health Information to be used or disclosed, or by that Individual's Personal Representative, as defined in 45 C.F.R. § 164.502(g);

5. Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section VIII below;

6. Use or disclosure that is Required by Law; or

7. Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).

E. Disclosure to GHP and GHP's Business Associates

Other than disclosures permitted by Section III.C. above, Florida Blue will not disclose Protected Health Information to GHP, a GHP Business Associate, or a GHP Vendor, except as directed by GHP in writing.

F. Disclosure to Florida Blue's Subcontractors and Agents

Florida Blue may disclose Protected Health Information to a subcontractor or agent. Florida Blue will require each subcontractor and agent to which Florida Blue may disclose Protected Health Information to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security obligations with respect to Protected Health Information as this Addendum applies to Florida Blue.

G. Disclosure to the Employer

Florida Blue will not disclose any Protected Health Information to the Employer, except as permitted by and in accordance with PART 3 below.

H. Reporting Non-Permitted Use or Disclosure and Security Incidents

1. Privacy Breach

Florida Blue will report to GHP any use or disclosure of Protected Health Information not permitted by this Addendum or in writing by GHP, including Breaches of Unsecured PHI, of which Florida Blue becomes aware in accordance with relevant legal requirements. Florida Blue will cooperate with GHP in GHP's performance of investigation or assessments necessary to determine whether a Breach of Unsecured PHI has occurred. GHP shall bear sole responsibility for determining the need for and implementing notification concerning any Breach of Unsecured PHI,

2. Security Incidents

Florida Blue will report to GHP any incident of which Florida Blue becomes aware that is (a) a successful unauthorized access, use or disclosure of Electronic Protected Health Information; or (b) a successful major (i) modification or destruction of Electronic Protected Health Information or (ii) interference with system operations in an Information System containing Electronic Protected Health Information. Upon GHP's request, Florida Blue will report any incident of which Florida Blue becomes aware that is a successful minor (a) modification or destruction of Electronic Protected Health Information or (b) interference with system operations in an Information System containing Electronic Protected Health Information.

I. Duty to Mitigate

Florida Blue will mitigate to the extent practicable any harmful effect of which Florida Blue is aware that is caused by any use or disclosure of Protected Health Information in violation of this Addendum.

J. Termination of Addendum

GHP will have the right to terminate the Agreement and this Addendum if Florida Blue has engaged in a pattern of activity or practice that constitutes a material breach or violation of Florida Blue's obligations regarding Protected Health Information under this Addendum and, on notice of such material breach or violation from GHP, fails to take reasonable steps to cure the breach or end the violation. If Florida Blue fails to cure the material breach or end the violation within 90 days after receipt of GHP's notice, GHP may terminate the Agreement and this Addendum by providing Florida Blue written notice of termination, stating the uncured material breach or violation that provides the basis for the termination and specifying the effective date of the termination.

K. Disposition of Protected Health Information

1. Return or Destruction Feasible

Upon termination of the Addendum, Florida Blue will, if feasible, return to GHP or destroy, all Protected Health Information in Florida Blue's custody or control (or in the custody or control of any subcontractor or agent to which Florida Blue disclosed Protected Health Information). Florida Blue will complete such return or destruction as promptly as practical after termination of the Addendum.

2. Return or Destruction Not Feasible

Florida Blue will identify for GHP any Protected Health Information that Florida Blue (or any subcontractor or agent to which Florida Blue disclosed Protected Health Information) cannot feasibly return to GHP or destroy upon termination of the Addendum and will describe the purposes that make the return to GHP or destruction infeasible. Florida Blue will limit its (and, by its written contract pursuant to Section III.F. above, any subcontractor's or agent's) further use or disclosure of Protected Health Information after termination of the Addendum to the purposes that make return to GHP or destruction infeasible and to those uses or disclosures Required by Law.

3. Ongoing Privacy and Security Obligations

Florida Blue's obligations to preserve the privacy and safeguard the security of Protected Health Information as specified in this Addendum will

survive termination or other conclusion of the Agreement and this Addendum.

IV. ACCESS, AMENDMENT, AND DISCLOSURE ACCOUNTING FOR PROTECTED HEALTH INFORMATION

A. Access

Florida Blue will, consistent with 45 C.F.R. § 164.524(b)(2), make available to the Covered Person (or the Covered Person's Personal Representative) for inspection and copying any of the Protected Health Information about the Covered Person that qualifies as part of a Designated Record Set that Florida Blue has in its custody or control, and that is not exempted from access by 45 C.F.R. § 164.524(a), so that GHP can meet its access obligations under 45 C.F.R. § 164.524.

B. Amendment

Florida Blue will, consistent with 45 C.F.R. § 164.526(b)(2), amend, pursuant to a Covered Person's written request to amend (or a written request to amend by the Covered Person's Personal Representative), any portion of Protected Health Information about the Covered Person that qualifies as part of a Designated Record Set that Florida Blue has in its custody or control, so that GHP can meet its amendment obligations under 45 C.F.R. § 164.526.

C. Disclosure Accounting

So that GHP may meet its disclosure accounting obligations under 45 C.F.R. § 164.528, Florida Blue will do the following:

1. Disclosure Tracking

Starting April 14, 2003, Florida Blue will, consistent with 45 C.F.R. § 164.528(b), record each disclosure of Protected Health Information that is not excepted from disclosure accounting under 45 C.F.R. § 164.528(a) that Florida Blue makes to GHP or to a third party ("Accountable Disclosures").

2. Disclosure Tracking Time Periods

Florida Blue will have available for Covered Person the disclosure information for each Accountable Disclosure for at least six (6) years immediately following the date of the Accountable Disclosure (except Florida Blue will not be required to have disclosure information for disclosures occurring before April 14, 2003).

3. Provision of Disclosure Information

Florida Blue will, consistent with 45 C.F.R. § 164.528(c)(1), make available to the Covered Person (or the Covered Person's Personal Representative) the disclosure information regarding the Covered Person, so that GHP can meet its disclosure accounting obligations under 45 C.F.R. § 164.528.

D. Restriction Requests

GHP will direct a Covered Person to promptly notify Florida Blue in the manner designated by Florida Blue of any request for restriction on the use or disclosure of Protected Health Information about a Covered Person that may affect Florida Blue. Consistent with 45 C.F.R. § 164.522(a), and on behalf of GHP, Florida Blue will agree to or deny any such restriction request. Florida Blue will not be in breach of the Agreement or this Addendum for failure to comply with a restriction request on the use or disclosure of Protected Health Information about a Covered Person unless GHP or the Covered Person (or the Covered Person's Personal Representative) notifies Florida Blue in the manner designated by Florida Blue of the terms of the restriction and Florida Blue agrees to the restriction request in writing.

E. Confidential Communications

Florida Blue will provide a process for a Covered Person to request that Florida Blue communicate with the Covered Person about Protected Health Information about the Covered Person by confidential alternative location, and Covered Person to provide Florida Blue with the information that Florida Blue needs to be able to evaluate that request. Consistent with 45 C.F.R. § 164.522(b) and on behalf of GHP, Florida Blue will agree to or deny any confidential communication request. Furthermore, Florida Blue will develop policies and procedures consistent with 45 C.F.R. § 164.522(b) to fulfill its obligations under this paragraph.

Florida Blue will provide a process for termination of any requirement to communicate with the Covered Person about Protected Health Information about the Covered Person by confidential alternative location.

F. Complaint Process

Florida Blue will, consistent with 45 C.F.R. § 164.530(d) and on behalf of GHP, provide a process for Covered Persons (or Covered Person's Personal Representative) to make complaints concerning Florida Blue's policies and procedures, which policies and procedures GHP hereby adopts as its own so that GHP can meet its compliance obligations under 45 C.F.R. Part 164.

V. GHP'S PRIVACY PRACTICES NOTICE

A. Preparation of GHP's Privacy Practices Notices

Florida Blue will prepare Privacy Practices Notices appropriate for the benefit plans that Florida Blue administers for GHP under the Agreement and reflective of the requirements of 45 C.F.R. Part 164 pertaining to use and disclosure of Protected Health Information and Covered Person's rights with respect to Protected Health Information. The Privacy Practices Notices will address whether GHP discloses or authorizes Florida Blue to disclose to the Employer enrollment data, Summary Health Information that may include Covered Persons' Individually Identifiable Health Information, or Protected Health Information for plan administration functions. Unless otherwise agreed upon by the Parties, GHP hereby adopts Florida Blue's Privacy Practices Notice attached as EXHIBIT 1, and any future revisions thereof, as its own.

B. Distribution of GHP's Privacy Practices Notice

Florida Blue will distribute GHP's then effective and appropriate Privacy Practices Notice to each new Covered Employee upon the Covered Employee's enrollment in GHP and to any Covered Employee upon request. Florida Blue will distribute any GHP revised Privacy Practices Notice to each Covered Employee then enrolled in GHP, and may distribute any GHP revised Privacy Practices Notice to any other Covered Person over the age of 18 then enrolled in GHP, within sixty (60) days after any material change in GHP's Privacy Practices Notice.

Florida Blue will distribute GHP's Privacy Practices Notice to any Covered Person requesting it. Additionally, every three (3) years after April 14, 2003, Florida Blue will notify each Covered Employee then enrolled in GHP, and may notify any other Covered Person over the age of 18 then enrolled in GHP, of the availability of GHP's Privacy Practices Notice upon request.

C. Florida Blue to Comply with Notices

Florida Blue will neither use nor disclose Protected Health Information in any manner inconsistent with the content of GHP's then current Privacy Practices Notice applicable to the benefit plans that Florida Blue administers for GHP under the Agreement.

VI. ISSUANCE OF CERTIFICATE OF CREDITABLE COVERAGE

At the written or electronic direction of the Employer or GHP, Florida Blue may use and disclose Protected Health Information to issue to each Covered Person, whose coverage under a benefits plan administered pursuant to the Agreement terminates during the term of the Agreement, a Certificate of Creditable Coverage. The Certificate of Creditable Coverage will be based upon the coverage that the Covered Person had under the benefits plan administered pursuant to the Agreement and the information that

the Employer or GHP provides to Florida Blue regarding the Covered Person's coverage eligibility and coverage termination under that benefits plan.

VII. SAFEGUARDING PROTECTED HEALTH INFORMATION

A. Privacy of Protected Health Information

Florida Blue will maintain reasonable and appropriate administrative, physical, and technical safeguards, consistent with 45 C.F.R. § 164.530(c) and any other implementing regulations issued by DHHS that are applicable to Florida Blue as GHP's Business Associate, to protect against reasonably anticipated threats or hazards to and to ensure the security and integrity of Protected Health Information, to protect against reasonably anticipated unauthorized use or disclosure of Protected Health Information, and to reasonably safeguard Protected Health Information from any intentional or unintentional use or disclosure in violation of this Addendum.

B. Security of Electronic Protected Health Information

Florida Blue will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Florida Blue creates, receives, maintains, or transmits on behalf of GHP consistent with the Security Rule, 45 C.F.R. Part 164, Subpart C.

VIII. INSPECTION OF INTERNAL PRACTICES, BOOKS, AND RECORDS

Florida Blue will make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to GHP and to DHHS to determine GHP's compliance with 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information."

PART 3—EMPLOYER'S RESPONSIBILITIES

IX. DATA EXCHANGE BETWEEN EMPLOYER AND FLORIDA BLUE

A. Enrollment Data

Florida Blue may disclose to the Employer the minimum necessary information regarding whether an individual is a Covered Person participating in GHP or enrolled or disenrolled from coverage under the GHP.

The Employer may electronically exchange data with Florida Blue regarding the enrollment and disenrollment of Covered Persons as participants in GHP using the Enrollment and Disenrollment in Health Plan Standard Transaction (ASC X12N 834-Benefit Enrollment and Maintenance) as specified in 45 C.F.R. Part 162, Subpart O.

B. Other Data Exchanges and Notifications

The Employer will exchange with Florida Blue all data not otherwise addressed in this Section IX and any notification by using such forms, tape formats, or electronic formats as Florida Blue may approve. The Employer will furnish all information reasonably required by Florida Blue to effect such data exchanges or notifications.

X. SUMMARY HEALTH INFORMATION

Upon the Employer's written request for the purpose either (A) to obtain premium bids for providing health insurance coverage under GHP, or (B) to modify, amend, or terminate GHP, Florida Blue will provide Summary Health Information regarding the Covered Persons participating in GHP to the Employer.

XI. EMPLOYER'S CERTIFICATION

The Employer hereby makes the certification specified in **EXHIBIT 2** so that the Employer may request and receive the minimum necessary Protected Health Information from Florida Blue for those plan administration functions that the Employer will perform for GHP. GHP therefore authorizes Florida Blue to disclose the minimum necessary Protected Health Information to those authorized representatives of the Employer as specified in **EXHIBIT 3** for the plan administration functions that the Employer will perform for GHP as specified in GHP's Plan Document as amended and in **EXHIBIT 3**. Florida Blue may rely on the Employer's certification and GHP's authorization that the Employer has provided the requisite certification and will have no obligation to verify (1) that GHP's Plan Document has been amended to comply with the requirements of 45 C.F.R. § 164.504(f)(2), 45 C.F.R. § 164.314(b)(2), or this Section XI, or (2) that the Employer is complying with GHP's Plan Document as amended.

PART 4—MISCELLANEOUS

XII. AUTOMATIC AMENDMENT TO CONFORM TO APPLICABLE LAW

Upon the compliance date of any final regulation or amendment to final regulation with respect to Protected Health Information, Standard Transactions, the security of Health Information, or other aspects of HIPAA-AS applicable to this Addendum or to the Agreement, this Addendum will automatically amend such that the obligations imposed on the Employer, GHP, and Florida Blue remain in compliance with such regulations, unless Florida Blue elects to terminate the Agreement by providing the Employer and GHP notice of termination in accordance with the Agreement at least **90** days before the compliance date of such final regulation or amendment to final regulation.

XIII. CONFLICTS

The provisions of this Addendum will override and control any conflicting provision of the Agreement. All nonconflicting provisions of the Agreement will remain in full force and effect.

XIV. ADD GHP AS A PARTY TO AGREEMENT

Notwithstanding Section 3.1 of the Agreement, in order to make clear the respective HIPAA-AS compliance obligations of Florida Blue, GHP, and the Employer, as set forth in this Addendum, GHP shall hereby be added as a separate party to the Agreement.

XV. REVISION TO SECTION 3.3

The first sentence of Section 3.3 of the Agreement shall be deleted and replaced as follows: "The Florida Blue shall provide claims processing services on behalf of the Group Health Plan."

XVI. REVISION TO SECTION 3.6

In order for GHP to be able to comply with its obligations under the HIPAA-AS Privacy and Security Rules and for the Employer and Florida Blue to be able to comply with their obligations hereunder, the terms and conditions of Section 3.6 of the Agreement, and any subsequent amendments made thereto by the parties, shall be made subject to this Addendum.

XVII. REVISION TO SECTION 6.6

Section 6.6 of the Agreement shall be given effect except with respect to the subject matter of this Addendum, in which case Section XIII of this Addendum shall control.

XVIII. COMPLIANCE DATE FOR SECURITY OBLIGATIONS

Florida Blue's security obligations as set forth in Sections III.F, III.H.2, and VII.B herein shall take effect the later of (A) the last date set forth in PART 5 below or (B) the compliance deadline of the HIPAA-AS Security Rule (which is, as of the date hereof, April 20, 2005 or April 20 2006 for Small Health Plans).

XVIX. HITECH COMPLIANCE

Florida Blue shall comply with all applicable requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), 42 U.S.C. Sections 17921-17954 and all applicable HITECH implementing regulations issued by the Department of Health and Human Services as of the date by which Florida Blue must comply with such statutory and regulatory requirements.

PART 5—SIGNATURES

Blue Cross and Blue Shield of Florida, Inc. d/b/a Florida Blue

By: _____

Title: _____

Date: _____

Escambia County Board of County Commissioners Group Health Plan

By: Jack R. Brown

Title: County Administrator

Date: _____

Witness: _____

Witness: _____

Escambia County Board of County Commissioners

By: Jack R. Brown

Title: County Administrator

Date: _____

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 12/18/16

EXHIBIT 1—SAMPLE NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Si usted desea una copia de esta notificación en español, por favor comuníquese con un representante de servicio al cliente utilizando el número telefónico indicado en su tarjeta de asegurado.

Health Insurance Portability And Accountability Act- Administrative Simplification (HIPAA-AS)

Notice of Privacy Practices

for your group health plan Sponsored by your employer and for which Blue Cross and Blue Shield of Florida, Inc. or Health Options, Inc. provides claim administration and other services.

Our Legal Duty

As your health plan, we are required by applicable federal and state laws to maintain the privacy of your protected health information (PHI). This notice describes our privacy practices, our legal duties, and your rights concerning your PHI. We will follow the privacy practices that are described in this notice while it is in effect. This notice took effect **April 14, 2003**, and will remain in effect until a revised notice is issued.

We reserve the right to change our privacy practices and the terms of this notice at any time and to make the terms of our notice effective for all PHI that we maintain.

Before we make a significant change in our privacy practices, we will change this notice and send the new notice to you.

How we can use or disclose PHI without a specific authorization

To You: We must disclose your PHI to you, as described in the Individual Rights section of this notice.

For Treatment: For example: we may disclose PHI in an electronic health record we create from claims information, to a doctor or hospital at their request, in order for them to provide treatment to you. Additionally, we may disclose PHI to a doctor, dentist or a hospital at their request for their treatment purposes.

For Payment: For example: we may use and disclose PHI to pay claims for services provided to you by doctors, dentists or hospitals. We may also disclose your PHI to a health care provider or another health plan so that the provider or plan may obtain payment of a claim or engage in other payment activities.

For Health Care Operations: For example: we may use or disclose PHI to conduct quality assessment and improvement activities, to conduct fraud and abuse investigations, to engage in care coordination or case management or to communicate with you about health related benefits and services or about treatment alternatives that may be of interest to you. We may also disclose PHI to a health care provider or another health plan subject to federal privacy laws, as long as the provider or plan has or had a relationship with you and the PHI is disclosed only for certain health care operations of that provider or plan. We may also disclose PHI to other entities with which we have contracted to perform or provide certain services on our behalf (i.e. business associates).

For Public Health and Safety: We may use or disclose PHI to the extent necessary to avert a serious and imminent threat to the health or safety of you or others. We may also disclose PHI for public health and government health care oversight activities and to report suspected abuse, neglect or domestic violence to government authorities.

As Required by Law: We may use or disclose PHI when we are required to do so by law.

For Process and Proceedings: We may disclose PHI in response to a court or administrative order, subpoena, discovery request, or other lawful process.

For Law Enforcement: We may disclose PHI to a law enforcement official with regard to crime victims and criminal activities.

Special Government Functions: We may disclose the PHI of military personnel or inmates or other persons in lawful custody under certain circumstances. We may disclose PHI to authorized federal officials for lawful national security activities.

To Plan Sponsors (including employers who act as Plan Sponsors): We may disclose enrollment and disenrollment information to the Plan Sponsor of your group health plan. We may also disclose certain PHI to the Plan Sponsor to perform plan administration functions. We may disclose summary health information to the Plan Sponsor so that the Plan Sponsor may:

- Obtain premium bids
- Decide whether to amend, modify or terminate your group health plan

For Research, Death, and Organ Donation: We may use or disclose PHI in certain circumstances related to research, death or organ donation.

For Workers Compensation: We may disclose PHI as permitted by workers' compensation and similar laws.

Uses and disclosures of PHI permitted only after authorization is received

Authorization: You may give us written authorization to use your PHI or to disclose it to anyone for any purpose not otherwise permitted or required by law. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect.

To Family and Friends: While the law permits us in certain circumstances to disclose your PHI to family, friends and others, we will do so only with your authorization. In the event you are unable to authorize such disclosure, but emergency or similar circumstances indicate that disclosure would be in your best interest, we may disclose your PHI to family, friends or others to the extent necessary to help with your health care coverage arrangements.

Individual Rights

To exercise any of these rights, please call the customer service number on your ID card.

Access: With limited exceptions, you have the right to review in person, or obtain copies of your PHI. We may charge you a reasonable fee as allowed by law.

Amendment: With limited exceptions, you have the right to request that we amend your PHI.

Disclosure Accounting: You have the right to request and receive a list of certain disclosures made of your PHI. If you request this list more than once in a 12-month period, we may charge you a reasonable fee as allowed by law to respond to any additional request.

Use/Disclosure Restriction: You have the right to request that we restrict our use or disclosure of your PHI for certain purposes. We are not required to agree to a requested restriction. We will agree to restrict the use or disclosure of your PHI provided the law allows and we determine the restriction does not impact our ability to administer your benefits. Even when we agree to a restriction request, we may still disclose your PHI in a medical emergency, and use or disclose your PHI for public health and safety and other similar public benefit purposes permitted or required by law.

Confidential Communication: You have the right to request that we communicate with you in confidence about your PHI at an alternative address. When you call the customer service number on your ID card to request confidential communications at an alternative address, please ask for a PHI address.

NOTE: If you choose to have confidential communications sent to you at a PHI address, we will only respond to inquiries from you. If you receive services from any health care providers, you are responsible for notifying those providers directly if you would like a PHI address from them.

Privacy Notice: You have the right to request and receive a copy of this notice at any time. For more information or if you have questions about this notice, please contact us using the information listed at the end of this notice.

Organizations Covered by this Notice

This Notice applies to the privacy practices of the organizations listed below:

Your group health plan sponsored by your employer and for which Florida Blue or Health Options, Inc. provides claim administration and other services.

Complaints

If you are concerned that we may have violated your privacy rights, you may complain to us using the contact information listed at the end of this notice. You may also submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address for the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your PHI. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Contact Office: Florida Blue Corporate Compliance Office, administrative service provider for your group health plan.

Telephone: 888-574-2583

Address: P.O. Box 44283, Jacksonville, FL 32203-4283

Blue Cross and Blue Shield of Florida, Inc. and its subsidiary, Health Options, Inc., are Independent Licensees of the Blue Cross and Blue Shield Association.

EXHIBIT 2—EMPLOYER'S CERTIFICATION

PART 1 – The Employer to Amend Plan Documents for Privacy provisions

The Employer certifies that the Employer has amended GHP's Plan Document to incorporate the provisions required by 45 C.F.R. § 164.504(f)(2), as set forth below, and agrees to comply with GHP's Plan Document as amended.

1. Neither use nor further disclose Protected Health Information, except as permitted or required by GHP's Plan Document or as required by law.

2. Neither use nor disclose Protected Health Information for any employment-related action or decision, or in connection with any other benefit or employee benefit plan of the Employer.

3. Ensure adequate separation between the Employer and GHP by (a) describing those employees or classes of employees or other persons under the Employer's control who will be given access to Protected Health Information to perform plan administration functions for GHP, (b) restricting the access to and use of Protected Health Information by such employees or other persons to the plan administration functions that the Employer will perform for GHP, and (c) instituting an effective mechanism for resolving any noncompliance with GHP's Plan Document by such employees or other persons.

4. Ensure that any subcontractor or agent to which the Employer provides Protected Health Information agrees to the restrictions and conditions of GHP's Plan Document with respect to Protected Health Information.

5. Report to GHP any use or disclosure of Protected Health Information of which the Employer becomes aware that is inconsistent with the uses and disclosures allowed by GHP's Plan Document.

6. Make Protected Health Information available to GHP or, at GHP's direction, to the Covered Person who is the subject of Protected Health Information (or the Covered Person's Personal Representative) so that GHP can meet its access obligations under 45 C.F.R. § 164.524.

7. Make Protected Health Information available to GHP for amendment and, on notice from GHP, amend Protected Health Information, so that GHP can meet its amendment obligations under 45 C.F.R. § 164.526.

8. Record Disclosure Information as defined above for each disclosure that the Employer makes of Protected Health Information that is not excepted from disclosure accounting and provide that Disclosure Information to GHP on request so that GHP can meet its disclosure accounting obligations under 45 C.F.R. § 164.528.

9. Make its internal practices, books, and records relating to its use and disclosure of Protected Health Information available to GHP and to DHHS to determine GHP's compliance with 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information."

10. Return to GHP or destroy if feasible all Protected Health Information in whatever form or medium that the Employer (and any subcontractor or agent of the Employer) received from GHP or Florida Blue, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any present or past Covered Person who is the subject of Protected Health Information, when the Employer no longer needs Protected Health Information for the plan administration functions for which the Employer received Protected Health Information. The Employer will limit the use or disclosure of any of Protected Health Information that the Employer (or any subcontractor or agent of the Employer) cannot feasibly return to GHP or destroy to the purposes that make its return to GHP or destruction infeasible.

PART 2 – The Employer to Amend Plan Documents for Security provisions

The Employer further certifies that the Employer has amended GHP's Plan Document to incorporate the provisions required by 45 C.F.R. § 164.314(b)(2), as set forth below, and agrees to comply with GHP's Plan Document as amended.

1. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, receives, maintains or transmits on GHP's behalf.

2. Ensure that the adequate separation between the Employer and GHP required by 45 C.F.R. § 164.504(f)(2)(iii) (as described in item 3 above) is supported by reasonable and appropriate Security Measures.

3. Ensure that any subcontractor or agent to which the Employer provides Electronic Protected Health Information agrees to implement reasonable and appropriate Security Measures to protect the Electronic Protected Health Information.

4. Report to GHP any incident of which the Employer becomes aware that is (a) a successful unauthorized access, use or disclosure of Electronic Protected Health Information; or (b) a successful major (i) modification or destruction of Electronic Protected Health Information or (ii) interference with system operations in an Information System containing Electronic Protected Health Information. Upon GHP's request, the Employer will report any incident of which the Employer becomes aware that is a successful minor (a) modification or destruction of Electronic Protected Health Information or (b) interference with system operations in an Information System containing Electronic Protected Health Information.

EXHIBIT 3— DISCLOSURE OF PROTECTED HEALTH INFORMATION FOR PLAN ADMINISTRATION

Group Health Plan ("GHP") must promptly notify Florida Blue in writing if any of the information contained in EXHIBIT 3 changes.

PART 1

Name(s) and Title(s) of the Employer representatives (i.e. employees of the Employer) authorized to request and receive the minimum necessary Protected Health Information from Florida Blue:

John Weber, Benefits Manager
Tina Martin, Human Resources Associate II

for the performance of the following plan administration functions for GHP unless otherwise indicated by GHP:

- Actuarial and statistical analysis
- Claims/membership inquiries
- Procurement of reinsurance or stop loss coverage
- Quality assessment and improvement activities
- Performance monitoring
- Other health care operations
- Payment activities

PART 2

Identify the name(s), title(s) and company name(s) of any individual(s) from organizations other than the Employer or Group Health Plan ("GHP") (examples of such "GHP Vendor"

types of services include, but are not limited to, stop-loss carriers; reinsurers; agents, brokers or consultants; or external auditors) that the Employer or GHP hereby authorizes to request and receive the minimum necessary Protected Health Information to perform plan administration functions and/or assist with the procurement of reinsurance or stop-loss coverage:

Company Name	Type of Service Performed (Example: stop-loss carrier, reinsurer, agent, broker)	Name of Individual Performing Service	Title of Individual Performing Service
AON Hewitt	Consultant	Ann Gebhard	Vice President
AON Hewitt	Consultant	Sue Grimm	Assistant Vice President
AON Hewitt	Consultant	Amy Honeyman	Health & Benefits Analyst

EXHIBIT "D"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

and

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Performance Guarantees

Service Level Measures	Goals	Amount at Risk for ASO Fee	Amount at Risk for Fully Insured
Abandon Rate Number of calls that reach the call center and are placed in queue but do not reach the final destination because the caller hangs up before a representative becomes available.	≤5%	2%	$15,000
Average ACD Phone Queue Time Actual length of time a member waits to speak with a customer service associate after all ACD options have been chosen.	≤30 seconds	2%	$15,000
Blockage Rate Percentage of calls blocked during business hours.	≤8%	2%	$15,000
Enrollment Timeliness Percentage of ID cards mailed by effective date provided that the enrollment data is received from the employer 30 days prior to the effective date of coverage.	≥99%	2%	$15,000
Claims Processing Timeliness Percentage of provider and subscriber claims processed within 30 calendar days from receipt to the date that a claim has passed all edits and is pending the issuance of a check, voucher or denial.	≥97%	2%	$15,000
Claims Processing Accuracy Percentage of claims processed accurately.	≥97%	2%	$15,000
Claims Dollar Accuracy Percentage of claim dollars paid accurately.	≥98%	2%	$15,000
Inquiry Timeliness Percentage of inquiries finalize within 7 days	<90%	2%	$15,000
Implementation – For 1 year only			

Enrollment Timeliness (Initial only): Percentage of initial ID cards mailed by effective date provided that the enrollment data is received from the employer 30 days prior to the effective date of coverage	≥99% 98% - 98 .9% <98%	0% .5% 1%	$0.00 $5,000 $7,500

Guarantees are based on book of business results.
Total Percent at Risk of proposed not to exceed a maximum payout of 10% of the ASO fee
Total Dollar at Risk of proposed Fully Insured Premium not to exceed a maximum of $100,000

EXHIBIT "E"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

and

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Discount Guarantees

Administrative Fee	Discount Achieved	Fee Credit	Net Administrative Fee
$45.95	62.0% or above	$0.00	$45.95
$45.95	60.0% - 61.99%	($1.00)	$44.95
$45.95	58.0% - 59.99%	($2.00)	$43.95
$45.95	< 57.99%	($4.00)	$41.95

Assumptions:

- In-Network Discounts Only
- No significant benefit changes or greater than 10% membership changes by geography
- PPO products only, excluding Rx.
- ASO Base Administration Fee is for Health Products only
- Does not include any ancillary products or AOR fees
- BC Access fees are in addition to Base Administration Fee
- Discount ranges are account specific and for ASO program only
- Results will be provided on a quarterly basis with final settlement no earlier than second quarter of following year.
- One year offer based on current provider network.
- Inpatient hospital claims in excess of $100,000 will be removed in their entirety from the discount guarantee calculation.
- This guarantee requires use of BlueCard Alternate Networks in FL.

EXHIBIT "F"

to the

ADMINISTRATIVE SERVICES AGREEMENT

between

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC. D/B/A FLORIDA BLUE

and

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

PHARMACY RELATED FINANCIAL ARRANGEMENTS

I. Effective Date

The effective date of this exhibit is January 1, 2016. This Exhibit may be terminated by either party upon 90 days written notice to the other party.

II. Definitions

For purposes of this Exhibit D, the following definitions shall apply:

A. "Annual Reconciliation Period" is the one year time period commencing as of the Effective Date and each one year Anniversary thereof during which any guarantees will be measured and reconciled .

B. "Average Wholesale Price" or "AWP" means the average wholesale price of a prescription drug as set forth by Florida Blue's designated Pharmacy Benefit Manager's ("PBM") pricing file at the time a Claim is processed. The price file will be a nationally recognized Pricing Source such as Medispan and will be updated no less frequently than weekly, or as required by law, through the PBM's Pricing Source. The applicable AWP used for any Network Participant will be based on the actual 11 digit NDC of the package size dispensed.

C. "Brand Drug" A Brand Drug will be defined as i) a prescription drug that is protected by a patent, supplied by one company and marketed under the manufacturers brand name or ii) a multi-source brand product which was once a Brand product as defined in iii) and is being marketed post patent expiration by the original manufacturer and is subject to generic competition.

E. "Claim" or "Claims" means requests for payment submitted by Network Participants (also referred to as pharmacies) or members for pharmacy benefit services covered under the Group Health Plan.

F. "Claims Adjudication" means the determination of whether a given Claim is entitled to reimbursement pursuant the terms and conditions of a Benefit Plan and the amount payable to or by a Network Participant or member pursuant to such

Benefit Plan, the applicable Network Contract and any other applicable factors, including any copayment/deductible or coinsurance payable by a member, as well as concurrent (on-line at point of service) drug utilization review. Claims Adjudication shall accommodate any e-prescribing procedures that may be adopted after the date hereof.

G. "Coinsurance" means that portion of the amount claimed for Covered Prescription Drug Services, calculated as a percentage of the eligible charge (or its substitute) for such services, which is to be paid by Member pursuant to Member's Benefit Plan.

H. "Copayment/Deductible" means a fixed dollar portion of the amount claimed for Covered Prescription Drug Services that is to be paid by Member pursuant to Member's Benefit Plan.

I. "Covered Prescription Drug Services" means the pharmacy services and/or drugs available to members and eligible for reimbursement pursuant to the Benefit Plan.

J. "Dispensing Fee" means the amount payable by Group for a Network Participant or Mail Service to dispense a Covered Prescription Drug Service.

K. "Drug Utilization Review" or "DUR" means the process whereby the therapeutic effects and cost effectiveness of various drug therapies are reviewed, monitored and acted upon consistent with the Benefit Plan. DUR can be prospective, concurrent or retrospective.

L. "Extended Supply Network" or "ESN" means the retail Network Participants who have agreed to provide members more than a one-month's supply (31 + day supply) of Covered Prescription Drug Services provided that the Benefit Plan has a Mail Service benefit and a retail quantity days supply limit of one month (or as mutually agreed).

M. "Formulary" or "Drug Formulary" means a list of pharmaceutical products which is available to pharmacies, members, physicians or other health care providers for purposes of guiding the prescribing and dispensing of pharmaceutical products.

N. "Generic Drug" A Generic Drug will be defined as any drug that is not a Brand

O. "Generic Effective" means the actual blended pricing performance of Maximum Allowable Cost ("MAC") and non-MAC generic discounts.

P. "Ingredient Cost" means the ingredient cost amount charged to Group for each Claim subject to the provision set forth in section IV.

Q. "Mail Service" means the service through which covered persons may receive prescription drugs through the mail from the PBM's mail order pharmacy.

R. "Manufacturer" means a company that manufactures, and/or distributes pharmaceutical drug products.

S. "Manufacturer Administration Fee" means all fixed fees received by the PBM from any given Manufacturer relating to administration of Rebates under a manufacturer agreement.

T. "Maximum Allowable Cost" or "MAC" refers to a proprietary price list(s) (out of state, In-State and Mail Service claims) owned and maintained by the PBM, of readily available multi-source pharmaceutical drug products and supplies which are deemed to require pricing management due to the number of manufacturers and competitive nature of the marketplace pricing volatility.

U. "Network Participant" means each individual pharmacy, chain or pharmacy service administrative organization (PSAO) that has entered into an agreement with the PBM or Florida Blue ("Network Contract") to provide Covered Prescription Drug Products and Services to members, as may be amended from time to time.

V. "Open Refill Transfer File" is a data file created by the Employer's previous PBM containing its members' mail prescriptions, thus enabling a subsequent PBM to continue to fill those open mail prescriptions.

W. "Paper Claims" means prescription drug services that are submitted to Florida Blue for adjudication through the use of a paper claim form, generally by a member subsequent to the point of sale.

X. "Pharmacy Benefit Manager" ("PBM") means Florida Blue's pharmacy program administrator, currently Prime Therapeutics L.L.C.

Y. "Pricing Source" means Medispan, or such other national drug database as designated by Florida Blue's PBM. In the event the Pricing Source changes, notification will be provided to the Employer.

Z "Provider Tax" means any tax on a Covered Prescription Drug Service required to be collected or paid by a Network Participant for a Covered Prescription Drug Service.

AA."Rebate(s)" means compensation or remuneration of any kind received or recovered by the PBM from any Manufacturer which is directly or indirectly attributable to purchase or utilization of Covered Prescription Drug Services by members. However, Rebates do not include Manufacturer Administration Fees which the PBM is entitled to retain pursuant to this Exhibit unless otherwise required by law.

AB. "Specialty Drugs" means an FDA-approved prescription drug that has been designated by Florida Blue as a Specialty Drug due to requirements such as special handling, storage, training, distribution, and management of the therapy.

AC. "Specialty Pharmacy Drugs", as used in this Agreement, refers to the list of drugs which will be available upon request.

AD. "Specialty Pharmacy" means a participating preferred pharmacy designated to dispense Specialty Drugs by Florida Blue.

AE. "Usual and Customary" or "U&C" means the amounts that Network Participants normally charge cash paying patients.

AF. "Utilization Management" means a broad collection of standard clinical products and services that may be selected by Employer that are designed to encourage proper drug utilization in order to enhance member outcomes while managing drug benefit costs for Employer. Such services include, but are not limited to: Formulary exception, prior authorization, step therapy, quantity limits and retrospective DUR.

III. PHARMACY RELATED ADMINISTRATIVE FEES

A. Fee for PBM Services

For the provision of PBM Services, Employer will pay Florida Blue the following administrative fees:

Administrative Fee	Fee
Per paid retail and mail order prescription	$0

B. Other Fees

Service	Fee	Occurrence, Frequency
Clinical prior authorizations	$0	Per claim, billed quarterly
Administrative prior authorizations	$0	Per claim, billed quarterly
Member submitted claims	$0	Per claim, billed quarterly
Responsible Rx Program	$0	Per claim, billed quarterly

IV. PHARMACY CLAIM PRICING.

A. Pharmacy Network Services

Florida Blue utilizes its PBM to provide network access to Network Participants and to provide Mail Service. The rates paid to such Network Participants and Mail Service for Covered Prescription Drug Services may vary and are subject to the specific contractual arrangements. Other than for Specialty Pharmacy Drugs, provided at a

Specialty Pharmacy or other non-participating specialty pharmacy, Florida Blue will establish (and amend from time to time) a uniform Ingredient Cost and/or Dispensing Fee for Covered Prescription Drug Services which is calculated to approximate any Aggregate Discount Guarantee set forth below. The Ingredient Cost and/or Dispensing Fee may vary between Brand Drugs and Generic Drugs. It may also vary between retail, ESN or Mail Service. The Ingredient Cost and/or Dispensing Fee may not be the same amount as Florida Blue pays to the Network Participant or Mail Service. If the Ingredient Cost and/or Dispensing Fee is less than the actual amount paid to the Network Participant or Mail Service, the Group shall not be responsible for the excess amount. If, however, the actual amount paid is less, subject to the Annual Reconciliation for the Aggregate Discount Guarantee, Florida Blue may retain the difference. For Specialty Drugs dispensed at a Specialty Pharmacy or other non-participating specialty pharmacy provider , Florida Blue will bill Group the pass through rate equal to the amount paid to the Specialty Pharmacy for the Covered Prescription Drug Services, plus any applicable taxes and less any applicable Member responsibility. Accordingly, subject reconciliation of any Annual Discount Guarantee, Group will pay to Florida Blue on a per Claim basis, the following amounts net of any applicable Member responsibility:

Per retail Brand Drug Claim – The lesser of Ingredient Cost or U&C plus Dispensing Fee
Per retail Generic Drug Claim – The lesser of Ingredient Cost or U&C plus Dispensing Fee
Per retail ESN Brand DrugClaim – The lesser of Ingredient Cost or U&C plus Dispensing Fee
Per retail ESN Generic DrugClaim – The lesser of Ingredient Cost or U&C plus Dispensing Fee
Per Mail Service Brand Drug Claim – Ingredient Cost plus Dispensing Fee
Per Mail Service Generic Drug Claim – Ingredient Cost plus Dispensing Fee
Per Specialty Pharmacy Drug Claim – Pass through of actual cost

B. Brand Discounts

Brand Discounts	**Basis**
Year 1 AWP -16.25% Year 2 AWP - 16.40% Year 3 AWP - 16.50%	Per retail Brand Claim.
Year 1 AWP - 18.97% Year 2 AWP - 18.97% Year 3 AWP - 18.97%	Per retail Brand ESN Claim
Year 1 AWP – 24.00% Year 2 AWP – 24.00% Year 3 AWP - 24.00%	Per Mail Brand Claim

C. Aggregate Generic Discount Guarantees:

Florida Blue hereby guarantees that the aggregate pricing for all Covered Generic Prescription Drug Services during the Applicable Reconciliation Period will meet or need the following:

Aggregate Generic Discount Guarantee off AWP	**Basis**
Year 1 AWP - 75.00% Year 2 AWP - 75.80% Year 3 AWP – 76.70 %	Per retail Aggregate Generic Effective Claim
Year 1 AWP – 84.35% Year 2 AWP – 85.00% Year 3 AWP – 85.35%	Per retail Aggregate Generic Effective ESN Claim
Year 1 AWP- 79.10% Year 2 AWP – 79.85% Year AWP – 80.75%	Per Mail Aggregate Generic Effective Claim

D. Dispensing Fees:

Dispensing Fees	**Basis**
Year 1 $0.95 Year 2 $0.95 Year 3 $0.95	Per retail up to 30 day supply brand claim
Year 1 $1.00 Year 2 $1.00 Year 3 $1.00	Per retail up to 30 day supply generic claim
Year 1 $0.00 Year 2 $0.00 Year 3 $0.00	Per brand ESN and mail claim
Year 1 $0.00 Year 2 $0.00 Year 3 $0.00	Per generic ESN and mail claim

E.Rebates

Rebate Guarantee	**Basis**
Year 1 $57.86 Year 2 $76.52 Year 3 $93.19	Per retail brand claim
Year 1 $148.55 Year 2 $194.45 Year 3 $240.79	Per mail brand claim

The Rebate guarantee is based on EMPLOYER's use of its current Florida Blue [3-tier] Formulary. Florida Blue reserves the right to modify the Rebate guarantee if EMPLOYER changes the Formulary or utilizes a different Formulary. Changes to the Formulary and benefit design include utilization management programs (such as step therapy, quantity limits, prior authorizations, generics first campaigns, clinical programs, disease management programs, physician communications, or other programs with outcomes reasonably expected to impact utilization rates or patterns of Members) and the removal/addition of pharmaceutical products to/from the Formulary. In addition, industry-wide changes within the marketplace which lead to a deviation from the current economic environment may result in a modification to the Rebate Guarantees.

F. Generic Fill Rate (GFR) Guarantee

	Year 1	Year 2	Year 3
Retail & Mail (Blended) GDR Guarantee	85.50%	85.75%	86.00%

Generic Fill Rate Guarantee Caveats:
- Guarantees excludes DAW Claims, Compounds and Specialty Claims.
- Guarantees will be reconciled annually and applied in aggregate with all other financial guarantees.
- Guarantees are subject to change if there is 10% or more change in membership or a material change in benefit plan design.
- In the event the number of covered members or pharmacy claims volume varies by greater than 10% as compared to the data and claims experience provided by the client, Prime and FL Blue reserve the right to revise the pricing terms and financial guarantees accordingly.
- These guarantees are subject to change in the event that any law, regulation, interpretation of a law or regulation, or any change within the PBM marketplace would lead to a deviation from the current economic environment upon which these guarantees are based.
- If changes occur within the PBM marketplace which lead to a significant deviation from the current economic environment, both parties agree to proactively amend the contract to make all parties commercially reasonably economically neutral.
- Assumes that current or equivalent programs stay in place.
- Prime Therapeutics and FL Blue reserve the right to implement programs, as mutually agreed upon by client. in order to meet the generic guarantee,
- Prime Therapeutic and FL Blue reserve the right to communicate directly with members, physicians and pharmacists to conduct outreach and offer incentives in order to increase generic utilization.
- Assumes that the Florida Blue Formulary remains in place.

G. Annual Reconciliation.

At the end of each Annual Reconciliation Period, Florida Blue will separately calculate the actual aggregate discount effective rate, the actual average Dispensing Fee, actual Rebates and the blended GFR guarantee applicable for such Annual Reconciliation Period. For the aggregate discount effective rate, Florida Blue will use the AWP then in effect on the date of service. Florida Blue will aggregate and submit a report to Group with the achieved discounts, dispensing fees, blended GFR guarantee and manufacturer rebates with similar amounts pursuant to the Administrative Service Agreement between Florida Blue and Group on a quarterly basis. Any excess achieved will be used to offset any other guarantee shortfall or may be retained by Florida Blue. To the extent that there is a shortfall in the aggregate for all such guarantees, Florida Blue will, within 180 days after the end of

the Annual Reconciliation Period, pay to Group an amount necessary for Group to have received the full benefit of such guarantees.

Group agrees that any earnings which may accrue on amounts collected by Florida Blue from Employer related to Claims during any Annual Reconciliation Period may be retained by Florida Blue.

V. GENERAL PROVISIONS

The following terms and conditions apply to this Exhibit D:

A. Florida Blue reserves the right to modify or amend the financial provisions of this Exhibit upon prior notice to Employer in the event of (a) any material changes in the ASO Agreement or the Group Health Plan that results in a material change in any of the services provided by Florida Blue under the terms of this Exhibit; (b) any government imposed change in federal, state or local laws or interpretation thereof or industry wide change that would make Florida Blue's performance of its duties hereunder materially more burdensome or expensive; (c) a material change in the scope of services to be performed under this Agreement upon which the financial provisions included in this Exhibit are based and (d) significant changes made to the AWP benchmark or the methodology by which AWP is calculated or reported;

B. Formulary rebates may not be available or may be adjusted for as a result of a greater than fifty percent (50%) member cost share on an aggregate annual basis, participation in a high deductible health plan/consumer driven health plan and/or any other material change that impacts rebate performance not agreed to by Florida Blue and Pharmacy Benefit Manager.

C. The Aggregate Discount Guarantees and Rebate Guarantees will only apply to any Annual Reconciliation Period during which this Exhibit E has been in effect for the full 12 months of such Annual Reconciliation Period.

D. Any Aggregate Discount Guarantee hereunder may exclude over-the-counter products, compounds, non-drug items, non-participating pharmacy claims, specialty drugs and items where no AWP can be determined.

E. Employer will be billed an all-inclusive fee of $6,000 for requests for open mail order refill transfer files and paid claim and prior authorization files for non-specialty claims needed to transfer a client to another pharmacy benefit manager.

VII. INSPECTION AND AUDIT

Employer and the State of Florida Auditor General's Office or designee has the right, subject to applicable law, to inspect, upon reasonable advance notice and

during reasonable times, the PBM's records relating to this Agreement. Notwithstanding the foregoing, there shall be no more than one (1) audit during any twelve (12) month period and audits shall be limited to claims adjudicated during the current year and the preceding year unless a longer time period is mutually agreed upon by the parties. Employer and State Auditors will strive to provide a minimum of thirty (30) days' advance written notice of its intent to audit and the scope of the audit. A member of Florida Blue's External Audit Team and the PBM's account management team will coordinate the audit and all audits will take place during normal business hours. Employer and/or its auditor must follow the PBM's visitor security policy if on-site.

Any third party auditor must be reasonably acceptable to both Florida Blue and the PBM and must enter into a Confidentiality and Non-Disclosure Agreement (C&I) approved by both legal departments before any information is exchanged. The C&I will specify the information provided by the PBM to the auditor is to be used solely for the purpose of conducting the immediate audit and the information may not be used for any other purpose. The parties agree to collaborate in good faith to develop a reasonable procedure for conducting the audit (e.g. 100 claims to be reviewed).

Only the information necessary for Employer to conduct a fair and valid audit will be disclosed. Any unnecessary information will be redacted. If access to Network Contracts or Manufacturer (Rebate) Agreements is requested, the PBM will provide access as long as the PBM is legally or contractually able to do so and only the relevant page(s) or exhibits (that is, not the entire contract) will be provided for review.

Unless otherwise contractually specified, Employer will bear all costs and expenses related to the audit. Additionally, Employer will reimburse the PBM for all reasonable actual out of pocket expenses incurred by the PBM in compliance with an audit. The auditor cannot keep or make copies of any documents provided by the PBM without the PBM's express written consent. The PBM will provide screen-shots of the claims adjudication system. The auditor will not have access to the live claims adjudication system without prior approval by the PBM. Except as may otherwise be required by applicable law, reporting of the audit results will be restricted to the Employer and its auditor's internal use only. The auditor will provide copies of the audit report to the Employer and the PBM.

VIII. OTHER COSTS

Other Costs
Please indicate the charges/fees associated with the following types of utilization management programs (Include charges for basic and optional programs). If charges vary depending on drug class, put a range in the corresponding cell, (ex.: $0.05-$0.08 PMPM or per Rx) and attach detailed

list. Please do not put "Quoted upon request" or "See attached".		
	Basic ($)	**Optional ($)**
Utilization Management Programs		
Concurrent Drug Utilization Reviews (CDUR)	$0.00	Custom CDUR $0.05 PMPM or $0.04 - $0.06 per script.
Drug utilization review, Retrospective (RDUR)	$0.00	Custom RDUR $0.05 PMPM or $0.04 - $0.06 per script.
Controlled substance excessive use programs	$0.00	Custom controlled substance $.05 PMPM or $.04 - $.06 per script.
Medication adherence programs (e.g., refill reminders)	$0.00	Custom medication adherence $0.05 PMPM or $0.04 - $0.06 per script.
Disease Management programs	$0.00	Custom disease management $0.10 PMPM or $0.10 - $0.12 per script.
Clinical Prior Authorization program	$0.00	Clinical prior authorizations $0.23-$0.25 PMPM or $0.24 - $0.26 per script. These includes authorizations for step therapy program, prior authorization program and quantity level limit program. Each program separately (PA, QL and step) would be $0.08 - $0.09 PMPM/per script. Custom utilization management (custom build) is $0.07 per script or $0.08 PMPM per specific program. and is in addition to clinical prior auth fees.

Step Care/Step Therapy program	$0.00	Clinical prior authorizations $0.23-$0.25 PMPM or $0.24 - $0.26 per script. These includes authorizations for step therapy program, prior authorization program and quantity level limit program. Each program separately (PA, QL and step) would be $0.08 - $0.09 PMPM/per script. Custom utilization management (custom build) is $0.07 per script or $0.08 PMPM per specific program. and is in addition to clinical prior auth fees.
Dose optimization programs (quantity limits, dose duration, half tablet)	$0.00	Clinical prior authorizations $0.23-$0.25 PMPM or $0.24 - $0.26 per script. These includes authorizations for step therapy program, prior authorization program and quantity level limit program. Each program separately (PA, QL and step) would be $0.08 - $0.09 PMPM/per script. Custom utilization management (custom build) is $0.07 per script or $0.08 PMPM per specific program. and is in addition to clinical prior auth fees.
Physician Profiling programs	$0.12 - $0.14 PMPM/per script.0	$0.12 - $0.14 PMPM/per script.
Genetic Testing (if price varies between programs, specify the price for each program)	$0.12 - $0.14 PMPM/per script.0	$0.12 - $0.14 PMPM/per script.
Smoking Cessation (includes counseling and coverage of OTC products)	0$0.08 - $0.09 PMPM/per script.	$0.08 - $0.09 PMPM/per script.
Please indicate what are the charges/fees associated with the following:		
Appeals (per Review)		
External/Independent Reviews	$0.00	$0.00
First level	$0.00	$0.00
Second Level (includes Urgent)	$0.00	$0.00

Data Feeds		
Additional date feeds beyond the minimum number required in contract	$0.00	$0.00
ID Card Production and Delivery :		
# of Cards, Free	$0.00	$0.00
Cost/Card, after # Free	$0.00	$0.00
Member Enrollment Packages ("packet")		
# of Packets, Free	$0.00	$0.00
Cost/Packet, after # Free	$0.00	$0.00
Other		
Formulary management	$0.00	$3.84 PMPM
Communications to participants about lower cost alternatives (generics, mail, etc.) when available	$0.00	Custom communications $0.14 - $0.16 PMPM/per script.0
Member access to web-based drug information	$0.00	$0.00
Member access to web-based patient claims history records	$0.00	$0.00
Paper Claims, if any	$0.00	$0.00
Installation or Set-up Charges, if any	$0.00	$0.00
Other Program Fee(s)/Cost(s)	$0.00	$0.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9874 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement
From: Thomas Turner, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement - Thomas G. "Tom" Turner - Human Resources Department Director

That the Board take the following action regarding the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement:

A. Approve the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement for the County 401A Plan; and

B. Authorize the County Administrator to sign the ICMA Retirement Corporation Governmental Money Purchase Plan & Trust Adoption Agreement.

BACKGROUND:

ICMA administers the County's 401A Plan for Senior Management Positions and Elected Officials that opt out of the Florida Retirement System (FRS). We were advised by ICMA that the IRS stated that all Governmental Money Purchase Plan & Trust Adoption Agreements must be updated. The contributions to this plan for employees that elected the 401A Plan is equal to the Florida Retirement System contribution rate for the employees' retirement class, which is determined by FRS each July.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed the policy and deemed it legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

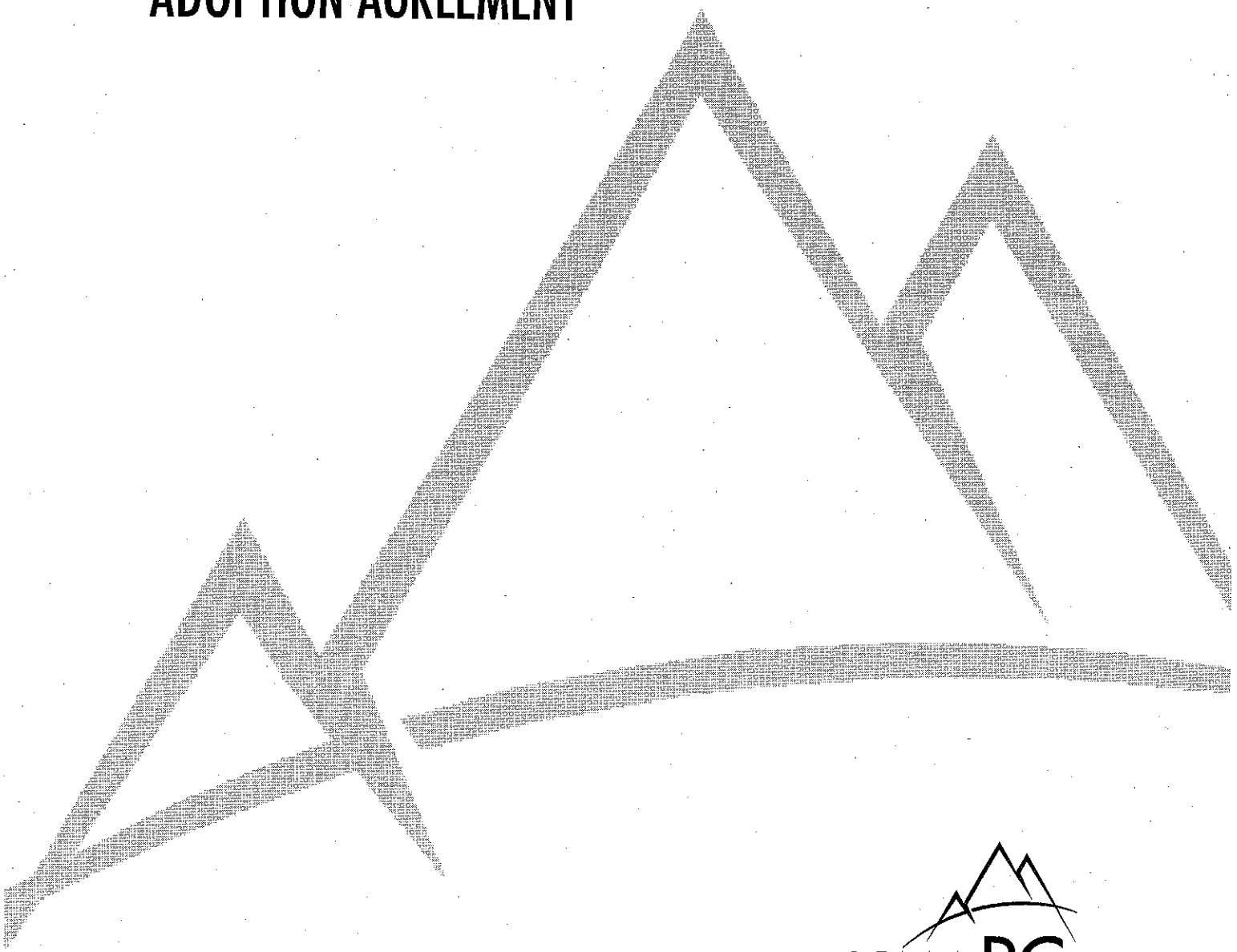
The Human Resources Department will coordinate with Legal, the Office of Purchasing, and the ICMA Retirement Corporation to distribute the Agreement.

Attachments

ICMA Governmental Money Purchase Plan & Trust Adoption Agreement 2016

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



ICMA RC

BUILDING PUBLIC SECTOR
RETIREMENT SECURITY

ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT

Plan Number 109608

The Employer hereby establishes a Money Purchase Plan and Trust to be known as ESCAMBIA COUNTY (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☑ Yes ☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

ESCAMBIA COUNTY

I. Employer: ESCAMBIA COUNTY

II. Effective Dates

☑ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: 01/01/2016

(Note: An alternate effective date can be no earlier than January 1, 2007.)

☐ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

_____

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

☑ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

☐ The twelve (12) consecutive month period commencing on _____ and each anniversary thereof.

IV. Normal Retirement Age shall be age 59.5 **(not to exceed age 65).**

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

___ All Employees
___ All Full Time Employees
___ Salaried Employees
___ Non union Employees
✓ Management Employees Covered under the SMS Plan of FRS
___ Public Safety Employees
___ General Employees
✓ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) ~~employees of Constitutional Officers and Elected Officials of Escambia County.~~ Senior Management Service

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Optiou B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☑ A. Employer Contributions. The Employer shall contribute on behalf of each Participant ____** % of Earnings or $ _____ for the Plan Year (subject to the limitations of Article V of the Plan).
Mandatory Participant Contributions
☑ are required ☐ are not required
to be eligible for this Employer Contribution. **Rate of Contribution per Florida Retirement System

☐ B. Mandatory Participaut Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☐ Yes ☐ No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☑ No

Contribution Schedule.

(i) _____% of Earnings,
(ii) $ _____, or
(iii) a whole percentage of Earnings between the range of _____ *(insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%))*, as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions[1] (pick up is required if Option A is not selected).

☐ Yes ☑ No ***("Yes" is the default provision under the Plan if no selection is made.)***

☐ C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of _____days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible posirion, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

☐ A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribure on behalf of each Participant ___% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contribnted ____% of Earnings or $ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

☑ B. Variable Employer Match of Volunrary After-Tax Participant Contriburions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

____ % of the Volnntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding ____% of Earnings or $ _____);

---

1 *Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).*

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate ____% of Earnings or $ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed $ _____ or ____% of Earnings, whichever is ___ more or ___ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

BI-WEEKLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☐ Yes ☑ No (***"Yes" is the default provision under the Plan if no selection is made.)***

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

_____

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

_____

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

   ☑ Yes ☐ No

2. Bonuses

   ☐ Yes ☑ No

3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:

   ☑ Yes ☐ No ***("Yes" is the default provision under the Plan if no selection is made.)***

2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

   ☐ Effective Date is _____.

   (Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered nnder another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) throngh (e) of the Plan will apply unless another method has been indicated below.

☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____

3. Unless the Employer elecrs a dclayed effective date below, Article 5 of thc Plan will apply to limitations years heginning on or after July 1, 2007. _____

   (The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	100 %
One	100 %
Two	100 %
Three	100 %
Four	100 %
Five	100 %
Six	100 %
Seven	100 %
Eight	100 %
Nine	100 %
Ten	100 %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

   ☐ Normal Retirement Age

   ☑ Age 70½ ***("70½" is the default provision under the Plan if no selection is made.)***

   ☐ Alternate age (after Normal Retirement Age): _____

   ☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

   ☑ Yes ☐ No ***("Yes" is the default provision under the plan if no selection is made.)***

3. Tax-free distributions of up to $3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

   ☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

   ☑ Yes ☐ No ***("No" is the default provision under the Plan if no selection is made.)***

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

   ☐ Yes ☑ No ***("No" is the default provision under the Plan if no selection is made.)***

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.

☑ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. ***("Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.)***

☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

☐ All Eligible Employees

☐ Other: _____

Final Pay shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave)*:

_____

☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or np to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

☑ All Eligible Employees

☐ Other: _____

Accrued Leave shall be defined as (select one):

☑ A. Accrued unpaid vacation Vacation hours as stated by the Florida Retirement System

☐ B. Accrued unpaid sick leave

☐ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

_____

☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☐ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to ____ % (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plau will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20____.

EMPLOYER

By: _____

Print Name: Jack R. Brown

Title: County Administrator

Attest: _____

Witness: _____

Witness: _____

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

Print Name: _____

Title: _____

Attest: _____

Approved as to form and legal sufficiency.

By/Title: _____

Date: 2/18/10



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG

BRC000-214-21268-201405-W1303

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9850 **County Administrator's Report 9. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Authorization for over $50,000 Cumulative Expenditures in FY 2015-2016
From: David Wheeler, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Authorization for Cumulative Expenditures Over $50,000 in Fiscal Year 2015-2016 - David W. Wheeler, CFM, Facilities Management Department Director

That the Board authorize the cumulative total expenditure over $50,000 in Fiscal Year 2015-2016 for the Facilities Management Department as follows:

Vendor/Contractor	Amount	Contract Number
McNorton Mechanical Contractors, Inc. Vendor Number: 130651 Building/Equipment Repairs/Replacements Fund: 001 General Cost Center: 310204, 310203, 250202 Fund: 352 LOST Cost Center: 330435	$75,720	N/A

[Funding: Fund 001, General Fund, Cost Center 310204, 310203, 250202, Object Code 54601 and Fund 352, LOST, Cost Center 330435, Object Code 56201]

BACKGROUND:

As part of this year's adopted budget, Facilities Management has undertaken numerous capital improvement and maintenance related repairs. Each of the projects are below the $50,000 threshold allowed for the County Administrator to authorize. Through the accumulation of completed and pending projects being awarded to McNorton Mechanical Contractors, Inc, we will exceed the County Administrator authorization approval limit of $50,000 per year.

Through our due diligence, Facilities Management has received three bids on each of these projects and McNorton Mechanical Contractors, Inc. has been the most

responsive and responsible bidder. In addition, McNorton Mechanical Contractors, Inc. has consistently provided us with high quality repairs for the projects this Department has undertaken during this fiscal year.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 310204, 320203, 250202, Object Code 54601 and Fund 352, LOST, Cost Center 330435, Object Code 56201

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9707 **County Administrator's Report 9. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Lease Agreement (Customer Order) & Addendum to Customer Order with Culligan Water Solutions for a Commerical Water Softener
From: David Wheeler, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Lease Agreement (Customer Order) and Addendum to Customer Order with Culligan Water Solutions for a Commercial Water Softener - David W. Wheeler, CFM, Facilities Management Department Director

That the Board take the following action concerning approval of the Lease Agreement (Customer Order) and Addendum to Customer Order between Culligan Water Solutions and Escambia County for a Commercial Softener:

A. Approve the Lease Agreement (Customer Order) and the Addendum to Customer Order for a lease period of 48 months;

B. Authorize the Chairman to sign the Lease Agreement (Customer Order) and Addendum to Customer Order; and

C. Authorize the execution of the necessary Purchase Order(s).

[Funding: Fund 001, Facilities Management/Maintenance, Cost Center 310203, Object Code 54401]

BACKGROUND:

A commercial water softener is required to pre-treat the water for the Main Jail's steam boilers which produce and distribute steam to the kitchen, laundry, and the building's heating operations. Facilities Management has determined that a lease agreement is the most cost-effective approach to this issue, rather than outright purchasing and owning this type of system. The lease will include a monthly maintenance and repair service to ensure that system efficiency is maintained throughout the 48-month lease period.

BUDGETARY IMPACT:

Fund 001, Facilities Management/Maintenance, Cost Center 310203, Object Code 54401.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Kristin Hual reviewed and approved the Lease Agreement (Customer Order) and Addendum to Customer Order.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

This lease has been coordinated with Facilities Management, County Attorney's Office and Culligan Water Solutions. Facilities Management will oversee this Lease Agreement.

Attachments

Culligan Water Solutions Agreement

©2014 Culligan International Company

Culligan. CUSTOMER ORDER

Next Service Date 2.16.16
Order Date

DIRECTIONS Acct # 545368

NAME ESCAMBIA COUNTY JAIL
ADDRESS 7435 N. 'L' St.
CITY PCola STATE FL ZIP 32501
COUNTY ESCAMBIA CONTACT NAME: DAVID LEWIS
CROSS STREETS/LOCATION
HOME # WORK # 595.3185
EMAIL EMPLOYER
DRIVERS LICENSE #

☐ PRIVATE HOME ☐ APARTMENT ☐ COMMERCIAL OCCUPANTS
☐ MUNICIPAL SUPPLY ☐ PRIVATE WELL ☐ AUTOMATIC WASHER ☐ DISHWASHER
BATHROOMS ESTIMATE WATER USAGE gal. per
ALKALINITY TDS NITRATES TURBIDITY
IRON SULPHUR PH HARDNESS gpg
TASTE & ODOR PSI RANGE to FLOW RATE gpm
Limitations: Variations in your water supply from the above analysis may affect the performance of this equipment. Adjustments and/or additional equipment may be required. These will be provided at our prevailing rates.

CULLIGAN EXCHANGE/RENTAL BOTTLED WATER SERVICE

QTY.	DESCRIPTION	RATE
1	Culligan Softener	$124.00
	TOTAL RATE PER	$

DEPOSITS AND INSTALLATION CHARGES

ITEM	AMOUNT
BASIC CONNECTION CHARGE	$
ADDITIONAL INSTALLATION CHARGE	
INITIAL SERVICE or RENTAL CHARGE	124.00
SALT 60 lbs. @ $ 10.45 PER bag	
BOTTLE DEPOSIT / CREDIT	
SECURITY DEPOSIT	
OTHER	
TAX EXEMPT	
TOTAL CHARGES	$
LESS RECEIVED WITH ORDER ☐ CASH ☐ CHECK ☐ CREDIT CARD	
BALANCE DUE	$

CULLIGAN EQUIPMENT PURCHASE

QTY.	MODEL	DESCRIPTION	PRICE
			$
		INSTALLATION CHARGE	
		SALT DELIVERY ☑ YES ☐ NO SALT lbs. @ $ per	
		OTHER	
		TAX	
		TOTAL	$
		LESS RECEIVED WITH ORDER ☐ CASH ☐ CHECK ☐ CREDIT CARD	
		BALANCE DUE	$

☑ Service is provided on a month to month basis, one month's notice is required for removal or for change of service rate. Charge for service is billed in advance.

☐ Term of lease/option is months. Leased equipment may be subject to sales tax. Customer may purchase equipment for the sales price shown on this order, less 50% of all lease payments received by Culligan, plus any applicable sales tax on the balance, within the term of the lease. Set-up charge, salt, chemicals, or other charges shown will not be applied towards purchase. After the expiration of the lease, customer forfeits any credit towards purchase.

☑ Term of lease of equipment is 48 months (leased equipment may be subject to state sales tax.)

Amount of Each Periodic Payment $ 124 X Total Number Of Payments 48 (if applicable) Purchase Balance + Tax 0
= Total Payments $ 5952.00 (Rental only)
if exempt under Consumer Credit Protection Act, this is for information only.

The first periodic payment is due on or before the date of installation, pro-rated to the day of the following month. Subsequent payments are due on the of each month thereafter.

INSTALLATION INSTRUCTIONS & NOTES

GRAINS CAPACITY REQUIRED PER DAY

SALT SETTING LBS.		REGEN. PINS DOWN	
	FULL LINE		HOT ONLY
	BYPASS OUTSIDE		CUL-FLO VALVE®
	COPPER		GALVANIZED
	PLASTIC		BASEMENT
	UTILITY ROOM		CRAWL SPACE
	GARAGE		OUTSIDE

* Salt delivery is EVERY 4 weeks *
* Service calls @ NO charge *

Approved as to form and legal sufficiency.
By/Title: Asst County Atty
Date: 2/18/16

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY:
DEPUTY CLERK

THE TERMS OF THIS AGREEMENT ARE PRINTED ON BOTH SIDES OF THIS PAGE.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

This order subject to terms and conditions stated on reverse side.
Culligan dealerships are independently operated.

Dealership CULLIGAN WATER SOLUTIONS
Address 624-A LOVEJOY RD NW
City FORT WALTON BEACH State FL Zip Code 32548-3832
Phone 850-664-7771 R.O.C. #
Representative Ron Richardson Dealer Approval

Customer's Signature
Print Name Grover C. Robinson IV Chairman Date

CUSTOMER

CULLIGAN EQUIPMENT SERVICE/SALES: GENERAL TERMS AND CONDITIONS
THIS ORDER INCLUDES INFORMATION REQUIRED BY STATE AND FEDERAL LAW

1. ACCEPTANCE. By signing the front of this Customer Order (Order), you agree to be bound by the following terms and conditions. This Order is the entire contract between you and Culligan Dealer ("Dealer"). No promise, statement or representation by any Dealer's agents or employees will be binding upon Dealer unless it appears in this Order. Also, no promise, statement or representation by any of Dealer's agents or employees will relieve you of any obligations you undertake with this Order.

2. PAYMENT; SERVICE CHARGE. You agree to promptly pay all amounts due under this Order. If you fail to do so, you agree to pay all costs of collection proceedings including the costs for reasonable attorney's fees.

A. SERVICE CHARGE at the ANNUAL PERCENTAGE RATE OF 21% (1.75% per month) or the highest rate permitted by law, whichever rate is lower, will be imposed on all amounts that are past due when they are outstanding for at least 30 days. There is a minimum service charge of $0.50. Finance charges are imposed on a past due amount on the first of every month. If your account is past due for more than 30 days on the first of the month, a finance charge will be imposed on that amount. You will avoid finance charges by paying in full before the first of each month. Dealer will apply your payments first to pay any finance charges, and second to pay the principal amount. Your finance charges are based on your last principal balance not including prior finance charges.

3. ENTRY. By signing this Order, you authorize Dealer to: (a) enter the premises to install and service the equipment, (b) do work on, or make changes to, your premises, if installation or service of equipment is part of this Order. Your authorization permits Dealer to enter whenever Dealer considers it necessary or convenient to accomplish the purpose of this Order. If Dealer is required to make additional trips to the equipment installation site because the equipment is inaccessible, then Dealer, at its option, may impose its prevailing special trip fee.

If this Order authorizes Dealer to furnish you with an equipment service, by signing this Order, you authorize Dealer to enter the premises when this Order is terminated and remove the equipment. Dealer will make reasonable efforts to arrange a mutually convenient time to enter the premises and remove the equipment.

4. PLUMBING SYSTEM. The installation of equipment does not include any repairs to your plumbing system. Replacement of gate valves or draining down of pressure tanks, for example, is not included in this Order. Anything that would be considered a repair to your plumbing will be billed as an extra expense at regular and customary rates. Dealer reserves the right to decline to make repairs and to refer you to a licensed plumber.

5. MAINTENANCE. **It is important that this equipment be maintained according to manufacturer instructions, including replacement of filters and other components, and regular sanitary maintenance of bottled water coolers.**

If your water quality, water consumption, water pressure or flow rate change, or if maintenance of the equipment is affected by external factors such as sand or sediment or an inadequate water supply, different or additional equipment may be required. At your request, Dealer will furnish the required equipment at Dealer's customary charges then in effect.

6. LIMITED WARRANTY/LIMITATION OF LIABILITY. Dealer warrants that the equipment provided to you under this Order is Culligan® equipment. For the equipment and any other materials that are provided under this Order, Dealer warrants such equipment and materials against defects in material and workmanship for the period specified in the manufacturer's limited warranty, or as otherwise specified in this Order. Dealer's obligation under this warranty is limited to repair or replacement (at Dealer's option) of equipment or other materials provided by Dealer that Dealer reasonably determines are defective in material or workmanship, as long as you notify Dealer within a reasonable period of alleged defect.

This warranty will apply only if the Culligan equipment or other materials furnished under this Order are: (a) used in a manner that strictly conforms to the written operating instructions by Dealer; and (b) with supplies, system elements or components that are technically satisfactory for use with Culligan products. This warranty will not apply if the equipment or materials have been modified, repaired or tampered with by anyone who is not authorized by Dealer. In addition, this warranty will not apply if the equipment or materials have been subject to negligence or misuse committed by anyone, other than Dealer's employees or accident.

If you have purchased equipment with this Order and you have requested Dealer to do so, Dealer has made available for your inspection a copy of the applicable warranty prior to purchase. Dealer will provide you with the warranty when the equipment is installed. To the extent specifically stated in the manufacturer's warranty or on the front of this Order, Dealer warrants any labor provided under this warranty for the period stated.

TO THE EXTENT PERMITTED BY LAW, DEALER AND DEALER'S FRANCHISOR DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE; TO THE EXTENT IMPLIED WARRANTIES CANNOT BE DISCLAIMED PURSUANT TO APPLICABLE LAW, ANY SUCH IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIODS AND FOR THE PARTS SPECIFIED IN THE MANUFACTURER'S LIMITED WARRANTY AND THIS ORDER.

Your sole remedy against Dealer, Culligan International Company and its related companies for products, services and work furnished under this Order is under warranty stated above. This limitation applies to remedies arising out of this Order or otherwise in connection with the equipment, other materials or services provided by Dealer. In no event shall Dealer, Culligan International Company or its related companies be liable to you for damages of any nature, including but not limited to direct, incidental, consequential, special, general or otherwise (including but not limited to property damage), except as specially stated in this Order.

ANY ACTION RESULTING FROM THE DELIVERY TO YOU OF GOODS OR SERVICES UNDER THIS ORDER MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

YOU ASSUME ALL LIABILITY FOR INJURY OR DAMAGE TO OR ARISING OUT OF POSSESSION, USE OR CONTROL OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE. YOU AGREE TO OBTAIN INSURANCE TO COVER ANY SUCH LIABILITIES.

Some states do not allow limitations on implied warranties, so the above limitation may not apply to you. Similarly, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

7. CANCELLATION. EXCEPT AS PROVIDED IN THE NOTICE OF CANCELLATION on the front of this Order, if you cancel this Order, you agree to pay any time and materials charges incurred by Dealer.

IN ADDITION, THE FOLLOWING TERMS AND CONDITIONS APPLY, BUT ONLY IF THIS ORDER REQUIRES DEALER TO FURNISH YOU WITH EQUIPMENT SERVICE:

A. SECURITY DEPOSIT. If the front of this Order indicates you have paid a security deposit, you will not use it to apply to any payments due now or in the future. The deposit will be held by Dealer as security for your compliance with the terms of this Order and will not accrue interest. The security deposit will be returned to you within 30 days of termination of this Order as long as you have fully complied with the terms of this Order.

B. MAINTENANCE RESPONSIBILITIES. You are responsible for the following maintenance of the equipment: repair or damage due to your misuse of negligence, humidity, condensation, freezing, fire or other catastrophe, loss or damage due to theft or causes beyond Dealer's control and maintenance of an adequate supply of salt and/or chemical. You are not responsible for reasonable wear and use. If the equipment requires maintenance or repair for which responsible, you agree to pay for its replacement or repair by Dealer, at Dealer's prevailing rates.

Dealer is responsible for repairing damage to the equipment from ordinary use if the equipment is not functional without such repairs, but only if you notify Dealer immediately upon discovering such damage.. Any of the following acts will be considered to have caused unreasonable or excessive wear and use of the equipment: repair or alteration by unauthorized persons; relocation from the original site of the installation; intentional or negligent damage; or damage beyond Dealer's control.

C. EXCLUDED SERVICE. The service charge does not include setting time clocks or emptying salt into the salt barrel/brine tank. If you use salt that is not purchased from Dealer in this equipment and a service call is required because the salt is not technically satisfactory for use with this equipment, you agree to pay the costs of the service call.

Services or maintenance on or to the equipment provided under this order will be provided by Dealer without charge only during normal business hours. Service that is requested and performed outside of normal business hours will, if Dealer chooses, be billed to you at prevailing service rates.

D. TITLE TO EQUIPMENT. Dealer will always own the equipment provided to you and it shall not be considered part of the real estate. You will take all reasonable steps to assure the equipment is not considered part of the real estate.

E. TERM. The equipment services provided to you as part of this Order are for the term stated on the front of this Order. If no term is stated there, the equipment services shall continue on a month-to-month basis. Dealer may change the rental or service rate by giving you at least one month's notice before the new rates apply. If you do not wish to continue with this Order under the new rate, you may cancel this Order if you give 10 days' prior written notice to Dealer at the address given on the front of this Order. The cancellation is subject to paragraph F on termination and default.

F. TERMINATION AND DEFAULT.

(a) You may terminate this Order upon payment of all unpaid payments, any applicable cancellation charge (see (b) below) and return of the equipment. If you move, your final periodic payment will be pro-rated to the date of your move. You must tell all realtors and any prospective purchaser or tenant that Dealer owns the equipment.

(b) If the front of this Order states that it is for a specified term and you terminate this Order prior to the end of that term, then Dealer, at its option, may assess a cancellation charge. The cancellation charge will equal the difference between the amount you actually paid under this Order and the month-to-month service rate multiplied by the number of months that Dealer provided the service.

(c) Dealer may terminate this Order without cause any time after giving you 30 days prior written notice. If that happens, Dealer shall be entitled to return of the equipment, all unpaid payments up to the date of removal of the equipment and reasonable costs, including attorneys' fees, of collection of payments and repossession of the equipment.

(d) If you fail to make the equipment available to Dealer for removal from the premises upon termination of this Order or if you fail to tell a new owner or occupant of the property that you do not own the equipment, you agree to pay the dealer its value (fair market value including ordinary wear and use). If you disagree with the value determined by Dealer, you may obtain, at your expense, a professional appraisal of the value by an independant third party agreeable to both you and Dealer. The appraised value will then be used as the value.

G. GENERAL TERMS. You may not assign this Order unless dealer provides its written consent. Dealer may assign this Order at any time without notice to you. All notices, requests, demands and other communications under this Order shall be in writing and shall be deemed duly given if sent by overnight courier, one business day after delivery to said courier to you at the address for you set forth on the first page of this Order or to dealer as follows: c/o Culligan International Company, 9399 W. Higgins Road, Suite 1100, Rosemont, Illinois 60018 attention: general Counsel or to such other address as is designated by either you or dealer from time to time in writing in accordance with this Order. If any of the provisions of this Order are held to be invalid, illegal, or unenforceable, the provisions shall remain in effect to the extent allowed by law and the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired. The performance of any condition or obligation imposed on a party under this Order may be waived only in writing by you or an authorized official of Dealer, and only to the extent stated in such writing. Headings and subheadings herein are for the convenience of the parties only and no special meaning will attach to the headings. This order will be deemed made in and governed by the laws of the state of Illinois, without application of its principles regarding conflicts of law. Dealer shall not be responsible for its failure to perform its obligations under this Order caused in whole or in part by events beyond its reasonable control. Section 6 shall survive the expiration or termination of this Order.

ADDENDUM TO CUSTOMER ORDER

This Addendum, dated this 5 day of Feb 2016, to that certain Customer Order for Culligan equipment lease and services (hereinafter the "Order") by and between Escambia County, a political subdivision of the State of Florida, and Gulf Coast Water Solutions, Inc. d/b/a Culligan Water Solutions, shall hereby modify the terms of the Customer Order, General Terms and Conditions, as follows:

1. Paragraph 2. PAYMENT; SERVICE CHARGE. is hereby deleted in its entirety and replaced with the following:

You agree to promptly pay all amounts due under the Order. Payments under this Agreement and interest on any late payments, shall be governed by the Florida Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat., as amended.

2. Paragraph 3. ENTRY. is hereby amended, in part, as follows:

By signing this Order, you authorize Dealer to: (a) enter the premises at a mutually agreeable time during regular business hours to install and service the equipment, (b) do work on~~, or make changes to,~~ your premises if installation or service of equipment is part of this Order. ~~Your authorization permits Dealer to enter whenever Dealer considers it necessary or convenient to accomplish the purpose of this Order. If Dealer is required to make additional trips to the equipment installation site because the equipment is inaccessible, then Dealer, at its option, may impose its prevailing special trip fee.~~

If this Order authorizes Dealer to furnish you with equipment service, by signing this Order, you authorize Dealer to enter the premises at a mutually agreeable time after ~~when~~ this Order is terminated and remove the equipment. Dealer will make reasonable efforts to arrange a mutually convenient time to enter the premises and remove the equipment.

3. The following provisions of Paragraph 6. LIMITED WARRANTY/LIMITATION OF LIABILITY. are hereby amended, in part, as follows:

~~"ANY ACTION RESULTING FROM THE DELIVERY TO YOUOF GOODS OR SERVICES UNDER THIS ORDER MUST BE COMMENCED WITIN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED."~~

"TO THE EXTENT PERMITTED BY LAW, YOU ASSUME ALL LIABILITY FOR INJURY OR DAMAGES TO OR ARISING OUT OF POSSESSION, USE OR CONTROL OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE. ~~YOU AGREE TO OBTAIN INSURANCE TO COVER ANY SUCH LIABILITIES."~~

4. Paragraph 7. F. TERMINATION AND DEFAULT. is hereby amended, in part, as follows:

(a) You may terminate this Order, with or without cause, upon 30 days' prior written notice ~~payment of all unpaid payments, any applicable cancellation charge (see (b) below)~~ and return of the equipment. If you move, your final periodic payment will be pro-rated to the date of your

move. You must tell all realtors and any prospective purchaser or tenant that Dealer owns the equipment.

(b) ~~If the front of this Order states that it is for a specified term and you terminate this Order prior to the end of that term, then Dealer, at its option, may assess a cancellation charge. The cancellation charge will be equal to the difference between the amount you actually paid under this Order and the month-to-month service rate multiplied by the number of months that Dealer provided the service.~~

~~(c)~~ Dealer may terminate this Order without cause any time after giving 30 days' prior written notice. If that happens, Dealer shall be entitled to the return of all equipment, all unpaid payments up to the date of removal of the equipment ~~and reasonable costs, including attorneys' fees, of collection of payments and repossession of the equipment~~.

(~~d~~c) If you fail to make the equipment available to the Dealer for removal from the premises upon the termination of this Order or if you fail to tell a new owner or occupant of the property that you do not own the equipment, you agree to pay the Dealer its value (fair market value including ordinary wear and use). If you disagree with the value determined by Dealer, you may obtain, at your expense, a professional appraisal of the value by an independent third party agreeable to both you and the Dealer. The appraised value will then be used as the value.

5. The following provisions of Paragraph 7. G. GENERAL TERMS. are hereby amended, in part, as follows:

"You may not assign this Order unless Dealer provides its written consent. Dealer may assign this Order at any time with~~out notice to~~ prior written consent by you."

"This order shall be deemed made in and governed by the laws of the State of ~~Illinois~~ Florida without application of its principles regarding conflicts of law, and the parties stipulate that venue shall be in the County of Escambia."

6. The following provisions are hereby incorporated into the Order:

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. In the event the Dealer 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 Dealer seven days written notice, during which period the Dealer still fails to allow access to such documents, terminate the contract.

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.

7. Except to the extent modified by this Addendum, the terms and conditions of the Customer Order will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

Date:_____

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

[SEAL]

GULF COAST WATER SOLUTIONS, INC. D/B/A CULLIGAN WATER SOLUTIONS

_____
Jay N. Trumbull, President

Date: 2/3/2016

_____
Corporate Secretary

TERESA A. HARRINGTON
Notary Public, State of Florida
My Comm. Expires Apr. 18, 2017
No. FF 9654

[SEAL]

Approved as to form and legal sufficiency.

By/Title:
Date: 1/26/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9847 **County Administrator's Report 9. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Workers' Compensation Audit Additional Premium
From: Robert Dye, Division Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Workers' Compensation Audit Premium - Robert Dye, Manager, Risk Management Office

That the Board take the following action concerning an additional premium required as a result of the workers' compensation audit:

A. Approve the payment to Florida Municipal Insurance Trust, in the amount of $93,618, for the additional premium for audit period October 1, 2014, through September 30, 2015;

B. Approve the payment to Florida Municipal Insurance Trust, in the amount of $117,235, for the additional premium for the jail for audit period October 1, 2014, through September 30, 2015; and

C. Authorize the issuance of a Purchase Order in the amount of $210,853.

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

BACKGROUND:

Worker's Compensation premiums are paid by an initial premium deposit based on projected payroll at the beginning of the policy period and finalized by an audit premium based on actual payroll paid out after the policy period has ended.

The workers' compensation policy for the jail is a separate policy as required by insurer. Differences between the deposit premiums, based on estimated payroll, and audit premiums, based on actual payroll attributable to each class, resulted in an additional audit premium for each policy. The National Council on Compensation Insurance, Inc., (NCCI), sets the rates annually.

BUDGETARY IMPACT:

Funds are budgeted in Fund 501 (Internal Service), Cost Center 140834, Object Code 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

The audit was performed by US-Reports. Payroll information was provided by the Clerk's Office, Tax collector's Office, and SRIA.

Attachments

Audit Premium Invoices

Florida Municipal Insurance Trust (FMIT)
Final Audit for the 14/15 Fund Year

FMIT # 0869 **Invoice Date:** 1/28/2016 **Due Date:** 2/27/2016

ATTN: Bob Dye

Escambia County Board of County Commissioners

P.O. Box 1591

Pensacola, FL 32591-1591

Please make check payable to:

Florida Municipal Insurance Trust

P.O. Box 1757

Tallahassee, FL 32302-1757

Audit Policy Summary

	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	$0.00	$0.00	$0.00	$0.00	$1,267,835.00	$1,267,835.00
Incentive Credit	$0.00	$0.00	$0.00	$0.00	($30,211.00)	($30,211.00)
Total Net Premium	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,237,624.00**	**$1,237,624.00**

Payment History

Payment Received On 10/16/2014	($1,144,006.00)
Total Balance Forward	**($1,144,006.00)**

Final Audit Installment Due or Refund

Balance Due by 2/27/2016	**$93,618.00**

RECEIVED
FEB 5 2016
RISK MANAGEMENT

PINK COPY - Please return with your payment

WHITE COPY - For your records

Florida Municipal Insurance Trust (FMIT)
Final Audit for the 14/15 Fund Year

FMIT # **1449** **Invoice Date:** 1/28/2016 **Due Date:** 2/27/2016

ATTN: Bob Dye

Escambia County Board of County Commissioners Jail

PO Box 1591

Pensacola, FL 32591

Please make check payable to:

Florida Municipal *Insurance Trust*

P.O. Box 1757

Tallahassee, FL 32302-1757

Audit Policy Summary

	General Liability	Auto Liability	Auto Physical Damage	Property	Workers Compensation	Total
Gross Premium	$0.00	$0.00	$0.00	$0.00	$603,523.00	$603,523.00
Total Net Premium	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$603,523.00**	**$603,523.00**

Payment History

Payment Received On 10/16/2014	($486,288.00)
Total Balance Forward	**($486,288.00)**

Final Audit Installment Due or Refund

Balance Due by 2/27/2016	**$117,235.00**

RECEIVED
FEB 5 2016
RISK MANAGEMENT

PINK COPY - Please return with your payment

WHITE COPY - For your records

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9814 **County Administrator's Report** **9. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Budget Amendment #084 - Mowing and Utilities in the CRA Districts
From: Amy Lovoy, Assistant County Administrator
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Budget Amendment #084 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning Budget Amendment #084:

A. Approve Budget Amendment #084, Community Redevelopment Agency (CRA) Fund (151) in the amount of $215,000, and Escambia County Restricted Fund (101) in the amount of $152,000, to hire 14 temporary Maintenance Workers to mow the rights-of-way and pick up litter in the County CRA Districts, for maintenance and use of equipment and vehicles, and to move funds from Safe Neighborhoods Reserves to Utilities to help offset the costs of street lighting in the CRA Districts by 50%:

B. Authorize the creation of 14 temporary Maintenance Worker positions or contract positions, to be used for various duties within the CRA Districts;

C. Approve moving funds from the Community Redevelopment Agency Fund (151), in the amount of $215,000, moving Reserves from Palafox, Brownsville, Warrington, and Barrancas CRA along with Neighborhood Restoration to fund 14 temporary Maintenance Worker positions - $190,000, for enhanced mowing and clean-up, and the maintenance of mowers, weed eaters, blowers, edgers, 2 vans, and a crew truck - $25,000. Neighborhood Restoration will be funding Englewood's portion; and

D. Approve moving funds from the Escambia County Restricted Fund, Safe Neighborhoods (101), in the amount of $152,000, to defray the costs of street lights in the CRA areas for Fiscal Year 2015/2016.

BACKGROUND:

This Board action will establish 14 new temporary Maintenance Worker positions to be used to mow rights-of-way and other similar duties within the Palafox, Englewood, Brownsville, Warrington, and Barrancas CRA Districts. These funds will also be used for the maintenance of the equipment used to perform these services within those designated areas. Funds will also be moved from Safe Neighborhood Reserves to Utilities to help offset the costs of street lighting in the CRA districts by 50%. This will help offset the costs by 50% in order for CRA to have funds for mowing rights-of-way and to pick up liter in the CRA districts.

BUDGETARY IMPACT:

This amendment will increase personnel funds in Fund 151 by $190,000 and operating in Funds 101 & 151 by $177,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

This Board action establishes 14 temporary Maintenance Worker positions for enhanced mowing and maintenance activities within the designated CRA Areas for Fiscal Year 2015/2016.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel costs to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA# 084

Board of County Commissioners
Escambia County
Budget Amendment Request

Request Number
084

Approval Authorities	**Date Rec.**	**Date Forward**	**Approved**	**Disapproved**
Department Director				
Assistant County Administrator				
County Administrator				
Action by the Board				

Transfer From:
Fund 101/Escambia County Restricted Fund/Safe Neighborhoods
Fund 151/Community Redevelopment Fund/CRA
Fund/Department

Account Title	**Project Number**	**Fund/Cost Center**	**Account Code**	**Amount**
Reserves		101/370104	59801	152,000
Reserves		151/370113	59801	43,000
Reserves		151/370114	59801	43,000
Reserves		151/370115	59801	43,000
Reserves		151/370116	59801	43,000
Reserves		151/370111	59801	43,000
Total				**$367,000**

Transfer To:
Fund 101/Escambia County Restricted Fund/Safe Neighborhoods
Fund 151/Community Redevelopment Fund/CRA
Fund/Department

Account Title	**Project Number**	**Fund/Cost Center**	**Account Code**	**Amount**
Utility Services		101/370104	54301	152,000
Other Salaries & Wages		151/370113	51301	38,000
Other Salaries & Wages		151/370114	51301	38,000
Other Salaries & Wages		151/370115	51301	38,000
Other Salaries & Wages		151/370116	51301	38,000
Other Salaries & Wages		151/370111	51301	38,000
Repair & Maintenance		151/370113	54601	5,000
Repair & Maintenance		151/370114	54601	5,000
Repair & Maintenance		151/370115	54601	5,000
Repair & Maintenance		151/370116	54601	5,000
Repair & Maintenance		151/370111	54601	5,000
Total				**$367,000**

Detailed Justification:
1) Funds are needed for paying CRA street lighting in conjunction with Safe Neighborhoods at a 50/50% split for FY 15/16.

2) Funds are being reallocated to hire 14 temporary maintenance workers for summer work within the County CRA TIF Districts ($190,000) and Maintenance of mowers, weed eaters, edgers, 2 vans, and a crew truck ($25,000) used for the mowing and maintenance program.
CRA Areas include Palafox, Englewood, Brownsville, Warrington, and Barrancas Areas. Neighborhood Restoration will be funding Englewood's portion.

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.02.17 15:35:05 -06'00'

Budget Analyst **Budget Manager**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9859 **County Administrator's Report 9. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Supplemental Budget Amendment #094 - Sea Turtle Lighting Grant for Perdido Key
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #094 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #094, Gulf Coast Restoration Fund (118), in the amount of $37,510, to recognize proceeds from the Florida Department of Environmental Protection (DEP) and the Florida Fish and Wildlife Conservation Commission (FWC), and to appropriate these funds to increase compliance with outdoor lighting standards to protect sea turtles and hatchlings on Perdido Key.

BACKGROUND:

As a result of the Deepwater Horizon Oil Spill, the coastal habitats, natural resources and nesting habitats for loggerhead sea turtles on Perdido Key beaches were disturbed and damaged. On October 22, 2015, the Board approved an agreement (DEP Agreement No. S0832) between Florida Department of Environmental Protection (DEP), the Florida Fish and Wildlife Conservation Commission (FWC), and Escambia County to provide funds to assist property owners/managers to acquire new light fixtures and bulbs to retrofit existing lighting so that identified lights are no longer visible from the nesting beach. Agreements will be executed with property owners to implement with a matching contribution from the property owner/manager of up to 25%.

BUDGETARY IMPACT:

This amendment will increase Fund 118 by $37,510. No matching funds are required of Escambia County.

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# 094

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2016-

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 grant from Florida Department of Environmental Protection (DEP) and the Florida Fish and Wildlife Conservation Commssion (FWC) to increase compliance with outdoor lighting standards to protect sea turtles and hatchlings on Perdido Key, 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:

Gulf Coast Restoration Fund	118
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
Turtle Lighting-Perdido Key	118	334370 (new)	37,510
Total			$37,510

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Professional Services	118/222040 (new)	53101	10,000
Other Grants and Aids	118/222040 (new)	58301	27,510
Total			$37,510

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o, ou, email=stephan_hall@co.escambia.fl.us, c=US
Date: 2016.02.19 17:04:17 -06'00'

OMB Approved

Supplemental Budget Amendment
094

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9823 **County Administrator's Report 9. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Miscellaneous Appropriations Agreement with Northeast Pensacola Sertoma Club, Inc.
From: Katie Macarthur, Director's Aide
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreement for Fiscal Year 2015/2016 between Escambia County and Northeast Pensacola Sertoma Club, Inc. - Amy Lovoy, Assistant County Administrator

That the Board take the following action concerning the Fiscal Year Miscellaneous Appropriations Agreement between Escambia County and Northeast Pensacola Sertoma Club, Inc.:

A. Rescind the Board's action of October 8, 2015, CAR II-5, Item A.(2), approving the Miscellaneous Appropriations Agreement with Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July, in the amount of $75,000, to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105;

B. Approve and authorize the Chairman to sign the Miscellaneous Appropriations Agreement between Escambia County and Northeast Pensacola Sertoma Club, Inc., in the amount of $75,000, to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105, to be used for the Sertoma's Fourth of July Celebration; and

C. Authorize the execution of the necessary Purchase Order.

[Funding: Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105]

BACKGROUND:

The Miscellaneous Appropriations Agreement between Escambia County and Liberty Sertoma Club, Inc., d/b/a Sertoma's 4th of July, was approved by the Board at its October 8, 2015, meeting, for funding for Sertoma's Fourth of July Celebration. However, the Office of Management and Budget was advised that the Sertoma's Fourth of July Celebration is now managed under the new name Northeast Pensacola Sertoma Club, Inc. This has been corrected on the Agreement attached to this Recommendation.

BUDGETARY IMPACT:
Funds are available in the Fiscal Year 2015/2016 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:
The County Attorney's Office has reviewed and approved the Agreement.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
Board approval of this Miscellaneous Appropriations Agreement is necessary.

IMPLEMENTATION/COORDINATION:
N/A

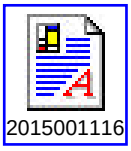
Attachments

October 8 2015 Board Minutes
Sertoma Agreement

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-28. Approval of Various Consent Agenda Items – Continued



4. Taking the following action concerning the Fiscal Year 2015/2016 Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc. (Funding: Fund 108, 3rd Cent Tourist Development Tax Fund, Cost Center 36101 – $4,167,500; Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105 – $1,235,150; and Visit Pensacola Micro-Grants – $125,000, for a total of $5,527,650):

   A. Approving the *Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.*, in the total amount of $5,527,650; the amount of $4,167,500 will be paid from the 3rd Cent Tourist Development Tax Fund (108), Cost Center 360101; the amount of $125,000 allocated to Visit Pensacola Micro-Grants and the amount of $1,235,150, will be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105; and

   B. Authorizing the Chairman to sign the Agreement and all other necessary documents; and

   C. Authorizing the execution of the necessary Purchase Orders.



5. Taking the following action concerning the Fiscal Year 2015/2016 Miscellaneous Appropriations Agreements for Outside Agencies:

   A. Approving the following Miscellaneous Appropriations Agreements, to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105:

      (1) African-American Heritage Society, Inc., in the amount of $25,000;
      (2) Liberty Sertoma Club, Inc., d/b/a Sertoma's Fourth of July, in the amount of $75,000;
      (3) St. Michael's Cemetery Foundation of Pensacola, Inc., in the amount of $25,000; and
      (4) West Florida Historical Preservation, Inc., in the amount of $75,500;

(Continued on Page 50)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2-28. Approval of Various Consent Agenda Items – Continued


2015001117

5. Continued…

   B. Authorizing the Chairman to sign the Agreements and all other necessary documents; and

   C. Authorizing the execution of the necessary Purchase Orders.


2015001118

6. Taking the following action concerning the Fiscal Year 2015/2016 Miscellaneous Appropriations Agreements for Outside Agencies:

   A. Approving the following Miscellaneous Appropriations Agreements, to be paid from the Economic Development Fund (102), Cost Center 360704:

      (1) Century Area Chamber of Commerce, in the amount of $40,000; and
      (2) Gulf Coast African-American Chamber of Commerce, Inc., in the amount of $50,000;

   B. Authorizing the Chairman to sign the Agreements and all other necessary documents; and

   C. Authorizing the execution of the necessary Purchase Orders.


2015001119

7. Approving Budget Amendment Request #002, Property Appraiser, General Fund (001), in the amount of $385, to cover a Florida Department of Revenue (DOR) final amendment for an increase to the Property Appraiser's Budget for Fiscal Year 2015/2016; the DOR approves the Property Appraiser's Budget, per Florida Statute 195.087.


2015001120

8. Adopting the Resolution *(R2015-136)* approving Supplemental Budget Amendment #003, Federal Transit Administration (FTA) Capital Projects Fund (320), in the amount of $317,743, to recognize proceeds from the FTA and to appropriate these funds to purchase bus shelters and two replacement buses.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND NORTHEAST PENSACOLA SERTOMA CLUB, INC.

THIS AGREEMENT is made and entered into this 3rd day of March, 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Northeast Pensacola Sertoma Club, Inc., a non profit corporation authorized to do business in the State of Florida, with a principal address of 830 Valley Ridge Circle, Pensacola, FL 32514 and a Federal Tax Identification Number of 59-2417459 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by providing for a patriotic countywide celebration each Independence Day commemorating the nation's birth which both educates and informs all Americans of their birthright; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2015/16 (October 1 through September 30), the sum of $75,000.00 to conduct a program generally described as:

Sertoma's Fourth of July Celebration

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To obtain insurance coverage for outdoor events, as may be required at the County's discretion, and furnish a certificate of insurance to the County reflecting the additional insured status of the County and listing the County as a certificate holder prior to the date of the Event; and

H) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 3rd day of March, 2016, and will terminate on the 30th day of September 2016, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of $75,000.00 for the program of activity. One payment of $37,500.00 will be paid in advance to recipient. The balance of $37,500.00, along with the advance payment, will be paid in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of $1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2015-2016 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2016, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or $500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2016, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC APPROVED: _____

NORTHEAST PENSACOLA SERTOMA CLUB, INC.

By: _____
Title TREASURER

Attest:
_____
Secretary

This document approved as to form and legal sufficiency.
By _____
Title ACA
Date 2/10/16

EXHIBIT "A"

2015/2016 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:
Northeast Pensacola Sertoma Club, Inc.

	APPROVED BUDGET
SALARIES AND BENEFITS AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF NORTHEAST PENSACOLA SERTOMA CLUB, INC	$75,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Sertoma's Fourth of July Fireworks celebration event, including, but not limited to Fireworks, PortOLets, Trash Removal, Sound/state/band, Children's area and Insurance

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).

- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.

- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. **Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.**

- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all payments. Payment of half of the entire allocation will be submitted to the recipient in one advance payment. The balance of the allocation will be paid upon receipt of appropriate backup verifying that County funds were expended in accordance with the approved budget as outlined in Exhibit "A" which is attached hereto and incorporated by reference herein. The entire allocation must be substantiated with appropriate backup and proof of payment within 60 days following the event. **For the remainder of the year, no funding is advanced.**

- Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9778 **County Administrator's Report 9. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: FL- AL Transportation Planning Organization's Transportation Alternatives Program Project Applications
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Florida-Alabama Transportation Planning Organization Transportation Alternatives Program Project Applications for Escambia County, Florida - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action regarding the proposed State of Florida, Department of Transportation, District 3 Applications for multi-modal facilities:

A. Approve submittal of Applications for Transportation Alternatives Program (TAP) funds to design and construct the multi-modal facilities at the following locations:

1. Sidewalks along Massachusetts Avenue, from Hollywood Boulevard to Mobile Highway (State Road [SR] 10A);
2. Sidewalks along Chemstrand Road (County Road [CR] 749), from Nine Mile Road (SR 10) to Ten Mile Road;
3. Pensacola Beach Ferry Service Landing Site at Quietwater Beach;
4. Paved shoulders along Dog Track Road (CR 297), from Blue Angel Parkway (SR 173) to Lillian Highway (SR 30);
5. Sidewalks along Saufley Field Road (CR 296), from Mobile Highway (SR 10A) to Saufley Field Gate;
6. Sidewalks along Olive Rd (CR 290), from Palafox Street (CR 95A) to Cody Lane;
7. Sidewalks along Olive Rd (CR 290), from Cody Lane to Davis Highway (SR 291);
8. Multi-Use Path along Perdido Key Drive (SR 290), from the Alabama State Line to the western boundary of Perdido Key State Park;
9. Sidewalks along South Chemstrand Road from Johnson Avenue to Nine Mile Road (SR 10); and
10. Sidewalks along Stefani Road and Nine & One-Half Mile Road serving the Escambia County Extension Services Sidewalk Project;

B. Adopt a Resolution in support of Applications for Transportation Alternatives Program Projects; and

C. Authorize the Chairman or Vice-chairman to sign the Transportation Alternatives Program Projects Applications and the Resolution.

[Funding: No local funding match is required]

BACKGROUND:

The Moving Ahead for Progress in the 21st Century (MAP-21) Act, signed into law in July 2012, was a long-term highway improvement authorization that funded surface transportation programs. Map-21 was replaced with The Fixing America's Surface Transportation (FAST) Act, signed into law in December 2015. Both legislative acts funded what is known as the Transportation Alternatives Program (TAP). TAP provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects to improve non-driver access to public transportation and enhanced mobility, community improvement activities, environmental mitigation, recreational trail program projects, safe routes to school projects, and projects for planning, designing, or constructing boulevards and other roadways largely in the right of way of former Interstate System routes or other divided highways.

Public Works staff selected specific projects from the FL-AL TPO Bicycle - Pedestrian Projects List as well as other sources based on need, connectivity and feasibility. The proposed projects would allow for design and construction of new multi-modal facilities throughout the county. TAP submittals must include a Resolution supporting the projects adopted in conjunction with the approval to submit. All complete TAP applications must be submitted to TPO Staff by March 14, 2016.

Federal and state funds are available for the higher-priority projects, as ranked by the TPO.

BUDGETARY IMPACT:

No local funding match is required. However, Public Works staff plans to submit local funding for certain TAP projects in order to receive the Local Contribution Bonus Points. See the projects for which we will propose to contribute local funds below:

Olive Road Sidewalks Phase I - $110,000 for design phase
Olive Road Sidewalks Phase II - $103,200 for design phase
Massachusetts Avenue Sidewalks - $204,336 for design phase

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed and approved the Resolution and the applications as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval of the TAP project applications, Public Works staff will transmit the applications to TPO staff prior to the submittal deadline date of March 14, 2016. TPO staff will review all the applications upon receipt. The TPO will be requested to approve a prioritized list of projects during April 2016. If certain projects are selected for TAP funding, those projects will be scheduled for design and construction in the order of their priority.

Attachments

Massachusetts Ave
Chemstrand Rd
Ferry Service
Dog Track Rd
Saufley Field Rd
Olive Rd Ph 1
Olive Rd Ph 2
Perdido Key Dr
S Chemstrand Rd
Extension Service SW
Resolution

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: January 21, 2016 **TPO (If Applicable):** Florida-Alabama

Project Title: Massachusetts Ave Sidewalk

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:
Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

For more information from FHWA go to: http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:

- Inventory, control, or removal of outdoor advertising;
- Historic preservation and rehabilitation of historic transportation facilities;
- Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

_____ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

_____ The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

_____ Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:
http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5
Contact Alicia Brininger at (850) 330-1550 for further information.

_____ Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

(a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

(b) What type of work is being proposed? (Check all that apply)

_____ Planning Activities

_____ Project Development and Environmental Studies

X Engineering and Final Plans Preparation Work

_____ Right of Way Acquisition

X Construction

X Construction Engineering and Inspection Activities

(c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.

(d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.

(e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).

(f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

(g) Describe any related project work phases that are already complete or currently underway.

(h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

(a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's ***Local Agency Program Manual (Topic No. 525-010-300).***

(b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.

(d) Describe source of matching funds and any restrictions on availability.

(e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.
Sample Construction Cost Estimate

For latest cost information go to:
http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	$_____
Project Development and Environmental Studies.	$_____
Engineering and Final Plans Preparation Work.	$ 204,336 Local Funds
Right of Way Acquisition.	$_____
Construction.	$ 1,702,800
Construction Engineering and Inspection Activities.	$ 204,366
Other. (Describe)	$_____
TOTAL:	$ 2,111,472

How will the project be funded?

FDOT Transportation Alternative Funds $ 2,111,472 + Local $ 204,336 = Total $ 2,111,472

FDOT Transportation Alternative Funds 100 % + Local 10 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC (Project Sponsor), and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the ***Federal Uniform Relocation Assistance and Acquisition Policies Act*** for any Right of Way actions required for the project, and (4) comply with the **NEPA** process prior to construction, which may require involvement with the **State Historic Preservation Officer (SHPO)**, and other State and/or Federal agencies, prior to construction, and (5) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the Florida Department of Transportation's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:
Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes X No_____

Status of sponsor/administrator's LAP certification: Currently certified X Not certified _____
Applied for certification & pending review _____ Planning to apply for certification _____
Other (explain) _____

Is resolution included with application? Yes X No_____
A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

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: _____
Date: 2/3/16

2. Project Description

This project will install sidewalks along both sides of Massachusetts Ave in Escambia County. The project length is approximately 1.63 miles and begins at Hollywood Ave and ends at Mobile Hwy, SR-10A. This project will provide a continuation of sidewalks on Massachusetts Ave to the east.

The existing 80 feet of county right-of-way will be adequate to construct this project. No ROW acquisition is expected. The ROW was deeded to Escambia County from FDOT according to Right-Of-Way Map section 48600-2601 for SR-296A in 1975.

No previous work phases have been completed for this project.

3. Project Implementation Information

Escambia County will administer design and construction phases through the Local Agency Program. Professional services and construction contracts will be awarded in accordance with local, state and federal rules.

The Escambia County Board of County Commissioners has issued a resolution of support for this project.

Escambia County will continue to own and will be responsible for maintenance of the completed sidewalks.

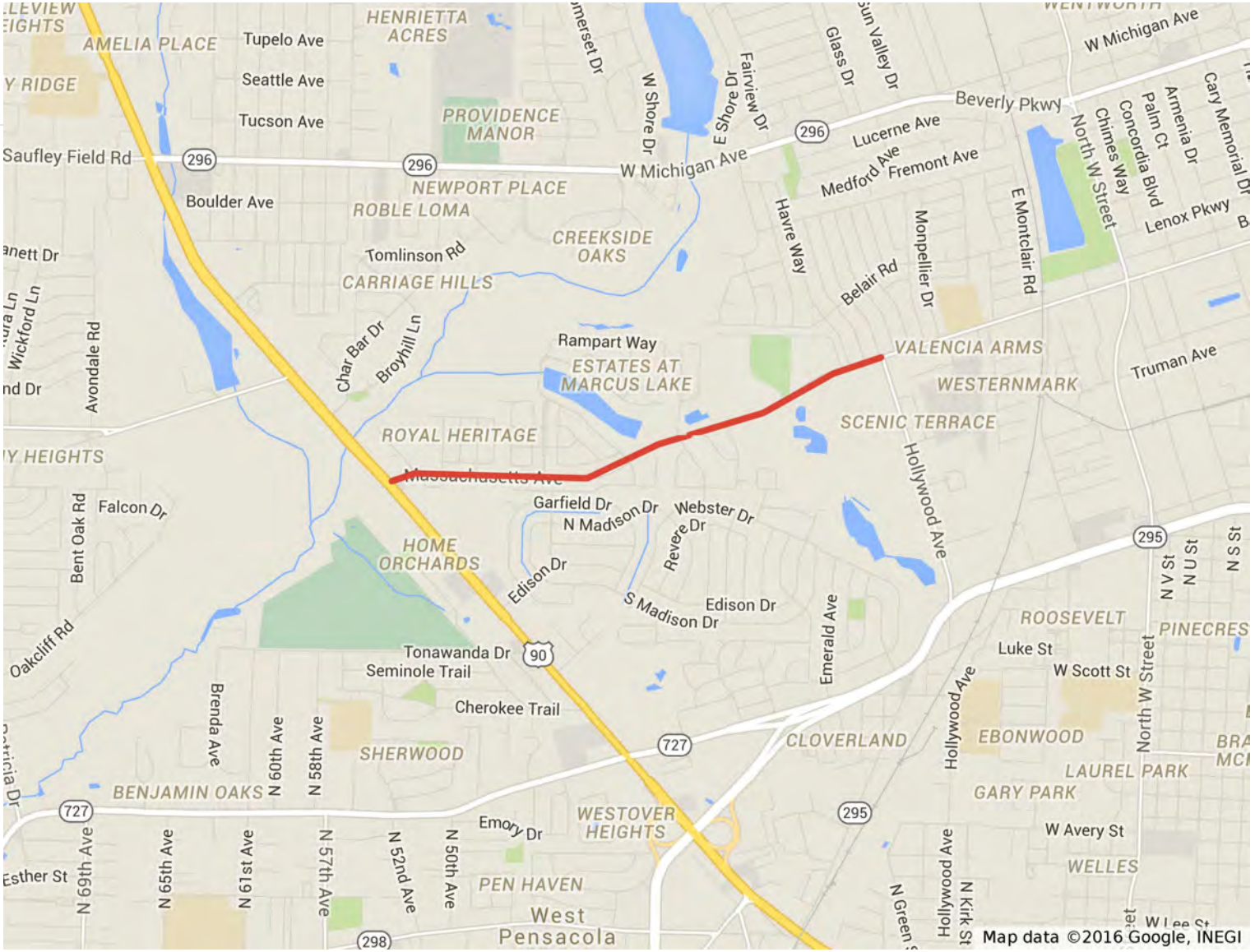
Project may be broken out into two segments for funding or constructability purposes. A portion of the project is located within the Palafox Community Redevelopment Area.

Dredge and fill permits will likely be required for an area crossing an unnamed tributary.

Massachusetts Ave

Location Map

Location Map



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: Jan. 25, 2016 **TPO (If Applicable):** Florida-Alabama TPO

Project Title: Chemstrand Rd (CR-749) Sidewalks

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:
Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

For more information from FHWA go to: http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:
- Inventory, control, or removal of outdoor advertising;
- Historic preservation and rehabilitation of historic transportation facilities;
- Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

_____ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:

- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

_____ The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

_____ Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:
http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5
Contact Alicia Brininger at (850) 330-1550 for further information.

_____ Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

(a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

(b) What type of work is being proposed? (Check all that apply)

_____ Planning Activities

_____ Project Development and Environmental Studies

_____ Engineering and Final Plans Preparation Work

_____ Right of Way Acquisition

__X__ Construction

__X__ Construction Engineering and Inspection Activities

(c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.

(d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.

(e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).

(f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

(g) Describe any related project work phases that are already complete or currently underway.

(h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

(a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's ***Local Agency Program Manual (Topic No. 525-010-300).***

(b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.

(d) Describe source of matching funds and any restrictions on availability.

(e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.
Sample Construction Cost Estimate

For latest cost information go to:
http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	$_____
Project Development and Environmental Studies.	$_____
Engineering and Final Plans Preparation Work.	$89,000 Completed by County
Right of Way Acquisition.	$_____
Construction.	$800,000
Construction Engineering and Inspection Activities.	$96,000
Other. (Describe)	$_____
TOTAL:	$985,000

How will the project be funded?

FDOT Transportation Alternative Funds $896,000 + Local $89,000 = Total $985,000

FDOT Transportation Alternative Funds 91 % + Local 9 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC (Project Sponsor), and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the ***Federal Uniform Relocation Assistance and Acquisition Policies Act*** for any Right of Way actions required for the project, and (4) comply with the **NEPA** process prior to construction, which may require involvement with the **State Historic Preservation Officer (SHPO)**, and other State and/or Federal agencies, prior to construction, and (5) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the Florida Department of Transportation's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:
Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes X No_____

Status of sponsor/administrator's LAP certification: Currently certified X Not certified _____
Applied for certification & pending review _____ Planning to apply for certification _____
Other (explain) _____

Is resolution included with application? Yes X No_____
A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

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: _____
Date: 2/8/16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: Jan. 26, 2016 **TPO (If Applicable):** Florida-Alabama TPO

Project Title: Pensacola Beach Ferry Service Landing Site

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:
Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

For more information from FHWA go to: http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:
- Inventory, control, or removal of outdoor advertising;
- Historic preservation and rehabilitation of historic transportation facilities;
- Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

_____ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

_____ The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

_____ Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:
http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5
Contact Alicia Brininger at (850) 330-1550 for further information.

_____ Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

(a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

(b) What type of work is being proposed? (Check all that apply)

_____ Planning Activities

_____ Project Development and Environmental Studies

__X__ Engineering and Final Plans Preparation Work

_____ Right of Way Acquisition

__X__ Construction

__X__ Construction Engineering and Inspection Activities

(c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.

(d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.

(e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).

(f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

(g) Describe any related project work phases that are already complete or currently underway.

(h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

(a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's ***Local Agency Program Manual (Topic No. 525-010-300).***

(b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.

(d) Describe source of matching funds and any restrictions on availability.

(e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.
Sample Construction Cost Estimate

For latest cost information go to:
http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	$_____
Project Development and Environmental Studies.	$_____
Engineering and Final Plans Preparation Work.	$120,000,000
Right of Way Acquisition.	$_____
Construction.	$1,338,111
Construction Engineering and Inspection Activities.	$_____
Other. (Describe) Permits	$40,000
TOTAL:	$1,498,111

How will the project be funded?

FDOT Transportation Alternative Funds $1,498,111 + Local $0 = Total $1,498,111

FDOT Transportation Alternative Funds 100 % + Local _____ % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC (Project Sponsor), and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the ***Federal Uniform Relocation Assistance and Acquisition Policies Act*** for any Right of Way actions required for the project, and (4) comply with the **NEPA** process prior to construction, which may require involvement with the **State Historic Preservation Officer (SHPO)**, and other State and/or Federal agencies, prior to construction, and (5) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the Florida Department of Transportation's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:
Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes X No_____

Status of sponsor/administrator's LAP certification: Currently certified X Not certified _____
Applied for certification & pending review _____ Planning to apply for certification _____
Other (explain) _____

Is resolution included with application? Yes X No_____
A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

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: _____
Date: 2/3/16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: Jan. 26, 2016 **TPO (If Applicable):** Florida-Alabama TPO

Project Title: Dog Track Rd (CR-297) Paved Shoulders

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:
Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

For more information from FHWA go to: http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:

- Inventory, control, or removal of outdoor advertising;
- Historic preservation and rehabilitation of historic transportation facilities;
- Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

_____ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:

- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

_____ The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

_____ Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:
http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5
Contact Alicia Brininger at (850) 330-1550 for further information.

_____ Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

(a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

(b) What type of work is being proposed? (Check all that apply)

_____ Planning Activities

_____ Project Development and Environmental Studies

__X__ Engineering and Final Plans Preparation Work

_____ Right of Way Acquisition

__X__ Construction

__X__ Construction Engineering and Inspection Activities

(c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.

(d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.

(e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).

(f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

(g) Describe any related project work phases that are already complete or currently underway.

(h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

(a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's ***Local Agency Program Manual (Topic No. 525-010-300).***

(b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.

(d) Describe source of matching funds and any restrictions on availability.

(e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.
Sample Construction Cost Estimate

For latest cost information go to:
http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	$_____
Project Development and Environmental Studies.	$_____
Engineering and Final Plans Preparation Work.	$ 45,303
Right of Way Acquisition.	$_____
Construction.	$ 377,526
Construction Engineering and Inspection Activities.	$ 45,303
Other. (Describe)	$_____
TOTAL:	$ 468,132

How will the project be funded?

FDOT Transportation Alternative Funds $ 468,132 + Local $ 0 = Total $ 468,132

FDOT Transportation Alternative Funds 100 % + Local 0 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC (Project Sponsor), and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the ***Federal Uniform Relocation Assistance and Acquisition Policies Act*** for any Right of Way actions required for the project, and (4) comply with the **NEPA** process prior to construction, which may require involvement with the **State Historic Preservation Officer (SHPO)**, and other State and/or Federal agencies, prior to construction, and (5) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the Florida Department of Transportation's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:
Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes X No_____

Status of sponsor/administrator's LAP certification: Currently certified X Not certified _____
Applied for certification & pending review _____ Planning to apply for certification _____
Other (explain) _____

Is resolution included with application? Yes X No_____
A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

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: _____
Date: 2/18/16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: Jan. 26, 2016 **TPO (If Applicable):** Florida-Alabama

Project Title: Saufley Field Rd Sidewalk

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:

Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

For more information from FHWA go to: http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:

- o Inventory, control, or removal of outdoor advertising;
- o Historic preservation and rehabilitation of historic transportation facilities;
- o Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- o Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

_____ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:

- o Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- o Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

_____ The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

_____ Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:
http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5
Contact Alicia Brininger at (850) 330-1550 for further information.

_____ Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

(a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

(b) What type of work is being proposed? (Check all that apply)

_____ Planning Activities

_____ Project Development and Environmental Studies

_____ Engineering and Final Plans Preparation Work

_____ Right of Way Acquisition

X Construction

X Construction Engineering and Inspection Activities

(c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.

(d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.

(e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).

(f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

(g) Describe any related project work phases that are already complete or currently underway.

(h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

(a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's ***Local Agency Program Manual (Topic No. 525-010-300).***

(b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.

(d) Describe source of matching funds and any restrictions on availability.

(e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.
Sample Construction Cost Estimate

For latest cost information go to:
http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	$_____
Project Development and Environmental Studies.	$_____
Engineering and Final Plans Preparation Work.	$_____
Right of Way Acquisition.	$_____
Construction.	$ 1,004,515
Construction Engineering and Inspection Activities.	$ 120,542
Other. (Describe)	$_____
TOTAL:	$ 1,125,057

How will the project be funded?

FDOT Transportation Alternative Funds $ 1,125,057 + Local $_____ = Total $ 1,125,057

FDOT Transportation Alternative Funds 100 % + Local _____ % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC, (Project Sponsor) and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the ***Federal Uniform Relocation Assistance and Acquisition Policies Act*** for any Right of Way actions required for the project, and (4) comply with the **NEPA** process prior to construction, which may require involvement with the **State Historic Preservation Officer (SHPO)**, and other State and/or Federal agencies, prior to construction, and (5) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the Florida Department of Transportation's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:
Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes X No_____

Status of sponsor/administrator's LAP certification: Currently certified X Not certified _____
Applied for certification & pending review _____ Planning to apply for certification _____
Other (explain) _____

Is resolution included with application? Yes X No_____
A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

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: _____
Date: 2/5/16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: Jan. 25, 2016 **TPO (If Applicable):** Florida-Alabama TPO

Project Title: Olive Rd (CR-290) Sidewalks Phase I

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). 2

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:
Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

For more information from FHWA go to: http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:
- Inventory, control, or removal of outdoor advertising;
- Historic preservation and rehabilitation of historic transportation facilities;
- Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

_____ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

_____ The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

_____ Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:
http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5
Contact Alicia Brininger at (850) 330-1550 for further information.

_____ Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

(a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

(b) What type of work is being proposed? (Check all that apply)

_____ Planning Activities

_____ Project Development and Environmental Studies

__X__ Engineering and Final Plans Preparation Work

_____ Right of Way Acquisition

__X__ Construction

__X__ Construction Engineering and Inspection Activities

(c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.

(d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.

(e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).

(f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

(g) Describe any related project work phases that are already complete or currently underway.

(h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

(a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's ***Local Agency Program Manual (Topic No. 525-010-300).***

(b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.

(d) Describe source of matching funds and any restrictions on availability.

(e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.
Sample Construction Cost Estimate

For latest cost information go to:
http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	$_____
Project Development and Environmental Studies.	$_____
Engineering and Final Plans Preparation Work.	$ 110,000 Local Funds
Right of Way Acquisition.	$_____
Construction.	$ 990,000
Construction Engineering and Inspection Activities.	$ 118,800
Other. (Describe)	$_____
TOTAL:	$ 1,218,800

How will the project be funded?

FDOT Transportation Alternative Funds $ 1,108,800 + Local $ 110,000 = Total $ 1,218,800

FDOT Transportation Alternative Funds 91 % + Local 9 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC (Project Sponsor), and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the ***Federal Uniform Relocation Assistance and Acquisition Policies Act*** for any Right of Way actions required for the project, and (4) comply with the **NEPA** process prior to construction, which may require involvement with the **State Historic Preservation Officer (SHPO)**, and other State and/or Federal agencies, prior to construction, and (5) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the Florida Department of Transportation's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:
Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes X No_____

Status of sponsor/administrator's LAP certification: Currently certified X Not certified _____
Applied for certification & pending review _____ Planning to apply for certification _____
Other (explain) _____

Is resolution included with application? Yes X No_____
A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

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: _____
Date: 2/8/16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: Jan. 25, 2016 **TPO (If Applicable):** Florida-Alabama TPO

Project Title: Olive Rd (CR-290) Sidewalks Phase II

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). 2

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:
Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

For more information from FHWA go to: http://www.fhwa.dot.gov/map21/guidance/guidetap.cfm

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:

- Inventory, control, or removal of outdoor advertising;
- Historic preservation and rehabilitation of historic transportation facilities;
- Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

_____ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:

- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

_____ The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

_____ Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:
http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5
Contact Alicia Brininger at (850) 330-1550 for further information.

_____ Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

(a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

(b) What type of work is being proposed? (Check all that apply)

_____ Planning Activities

_____ Project Development and Environmental Studies

__X__ Engineering and Final Plans Preparation Work

_____ Right of Way Acquisition

__X__ Construction

__X__ Construction Engineering and Inspection Activities

(c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.

(d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.

(e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).

(f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

(g) Describe any related project work phases that are already complete or currently underway.

(h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

(a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's ***Local Agency Program Manual (Topic No. 525-010-300).***

(b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.

(d) Describe source of matching funds and any restrictions on availability.

(e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.
Sample Construction Cost Estimate

For latest cost information go to:
http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	$_____
Project Development and Environmental Studies.	$_____
Engineering and Final Plans Preparation Work.	$ 103,200 Local Funds
Right of Way Acquisition.	$_____
Construction.	$ 756,800
Construction Engineering and Inspection Activities.	$ 103,200
Other. (Describe)	$_____
TOTAL:	$ 963,200

How will the project be funded?

FDOT Transportation Alternative Funds $ 860,000 + Local $ 103,200 = Total $ 963,200

FDOT Transportation Alternative Funds 90 % + Local 10 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC (Project Sponsor), and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the ***Federal Uniform Relocation Assistance and Acquisition Policies Act*** for any Right of Way actions required for the project, and (4) comply with the **NEPA** process prior to construction, which may require involvement with the **State Historic Preservation Officer (SHPO)**, and other State and/or Federal agencies, prior to construction, and (5) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the Florida Department of Transportation's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:
Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes X No_____

Status of sponsor/administrator's LAP certification: Currently certified X Not certified _____
Applied for certification & pending review _____ Planning to apply for certification _____
Other (explain) _____

Is resolution included with application? Yes X No_____
A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

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: _____
Date: 2/18/16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: Jan 25, 2016 **TPO (If Applicable):** Florida-Alabama

Project Title: Perdido Key Multi-Use Path

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-3404 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:
Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:

- Inventory, control, or removal of outdoor advertising;
- Historic preservation and rehabilitation of historic transportation facilities;
- Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

_____ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

_____ The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

_____ Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at: http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5 Contact Alicia Brininger at (850) 330-1550 for further information.

_____ Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

(a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

(b) What type of work is being proposed? (Check all that apply)

_____ Planning Activities

_____ Project Development and Environmental Studies

__X__ Engineering and Final Plans Preparation Work

_____ Right of Way Acquisition

_____ Construction

_____ Construction Engineering and Inspection Activities

(c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.

(d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.

(e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).

(f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

(g) Describe any related project work phases that are already complete or currently underway.

(h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

(a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's ***Local Agency Program Manual (Topic No. 525-010-300).***

(b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.

(d) Describe source of matching funds and any restrictions on availability.

(e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.
Sample Construction Cost Estimate

For latest cost information go to:
http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	$_____
Project Development and Environmental Studies.	$_____
Engineering and Final Plans Preparation Work.	$ 638,393
Right of Way Acquisition.	$_____
Construction.	$_____
Construction Engineering and Inspection Activities.	$_____
Other. (Describe)	$_____
TOTAL:	$ 638,393

How will the project be funded?

FDOT Transportation Alternative Funds $ 638,393 + Local $ 0 = Total $ 638,393

FDOT Transportation Alternative Funds 100 % + Local 0 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC, (Project Sponsor) and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the ***Federal Uniform Relocation Assistance and Acquisition Policies Act*** for any Right of Way actions required for the project, and (4) comply with the **NEPA** process prior to construction, which may require involvement with the **State Historic Preservation Officer (SHPO)**, and other State and/or Federal agencies, prior to construction, and (5) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the Florida Department of Transportation's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:
Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes X No_____

Status of sponsor/administrator's LAP certification: Currently certified X Not certified _____
Applied for certification & pending review _____ Planning to apply for certification _____
Other (explain) _____

Is resolution included with application? Yes X No_____
A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

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: _____
Date: 2/3/16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: February 4, 2016 **TPO (If Applicable):** Florida - Alabama

Project Title: South Chemstrand Road Sidewalks

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-0272 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:
Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:
- Inventory, control, or removal of outdoor advertising;
- Historic preservation and rehabilitation of historic transportation facilities;
- Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

_____ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

_____ The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

_____ Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:
http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5
Contact Alicia Brininger at (850) 330-1550 for further information.

_____ Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

(a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

(b) What type of work is being proposed? (Check all that apply)

_____ Planning Activities

_____ Project Development and Environmental Studies

__X__ Engineering and Final Plans Preparation Work

_____ Right of Way Acquisition

__X__ Construction

__X__ Construction Engineering and Inspection Activities

(c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.

(d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.

(e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).

(f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

(g) Describe any related project work phases that are already complete or currently underway.

(h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

(a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's ***Local Agency Program Manual (Topic No. 525-010-300).***

(b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.

(d) Describe source of matching funds and any restrictions on availability.

(e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.
Sample Construction Cost Estimate

For latest cost information go to:
http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	$_____
Project Development and Environmental Studies.	$_____
Engineering and Final Plans Preparation Work.	$ 140,000
Right of Way Acquisition.	$_____
Construction.	$ 1,400,000
Construction Engineering and Inspection Activities.	$ 140,000
Other. (Describe)	$_____
TOTAL:	$ 1,680,000

How will the project be funded?

FDOT Transportation Alternative Funds $ 1,680,000 + Local $ 0 = Total $ 1,680,000

FDOT Transportation Alternative Funds 100 % + Local 0 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC (Project Sponsor), and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the ***Federal Uniform Relocation Assistance and Acquisition Policies Act*** for any Right of Way actions required for the project, and (4) comply with the **NEPA** process prior to construction, which may require involvement with the **State Historic Preservation Officer (SHPO)**, and other State and/or Federal agencies, prior to construction, and (5) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the Florida Department of Transportation's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:
Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes X No_____

Status of sponsor/administrator's LAP certification: Currently certified X Not certified _____
Applied for certification & pending review _____ Planning to apply for certification _____
Other (explain) _____

Is resolution included with application? Yes X No_____
A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

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: _____
Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISTRICT 3 APPLICATION
TRANSPORTATION ALTERNATIVE PROGRAM PROJECTS

Date: February 10, 2016 **TPO (If Applicable):** Florida - Alabama

Project Title: Escambia County Extension Services Sidewalks Project

Project Sponsor Escambia County Board of County Commissioners

According to 23 USC 213(c)(4)(B) a project sponsor may be a local government; regional transportation authority; transit agency; natural resource or public land agency; school district, local education agency, or school; tribal government; or other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than a metropolitan planning organization or a state agency) that the State determines to be eligible, consistent with the goals of subsection (c) of section 213 of title 23.

Contact Thomas Brown, Jr Title Transportation Planner

Address 3363 West Park PL, Pensacola, FL 32505

Phone 850-595-0272 Fax 850-595-3405

e-mail address: thomas_brown@co.escambia.fl.us

Priority (relative to other applications submitted by the Project Sponsor). _____

Name of Applicant (If other than Project Sponsor): _____

1. Qualifying Transportation Alternatives Activities:
Check the Transportation Alternatives Program (TAP) activity that the proposed project will address. **(NOTE: Checking all activities possible does not ensure or increase eligibility. Each activity checked must meet all criteria required by FHWA.**

_____ Construction, Planning, and Design of on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990

X Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs

_____ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users

_____ Construction of turnouts, overlooks, and viewing areas

_____ Community improvement activities, including:
- Inventory, control, or removal of outdoor advertising;
- Historic preservation and rehabilitation of historic transportation facilities;
- Vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
- Archaeological activities relating to impacts from implementation of a transportation project eligible under 23 USC.

_____ Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
- Address storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff including activities described in 23 USC 133(b)(11), 328(a) and 329; or
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

_____ The Recreational Trails Program under 23 USC 206 – Contact Alexandra Weiss at Department Of Environmental Protection, Office of Greenways and Trails (850) 245-2052, toll-free at 1-877-822-5208, or email Alexandra.Weiss@dep.state.fl.us

_____ Safe Routes to School Projects – A separate application (FDOT Form # 500-000-30) must be submitted. This form may be accessed at:
http://www2.dot.state.fl.us/proceduraldocuments/forms/ByNumber.asp?index=5
Contact Alicia Brininger at (850) 330-1550 for further information.

_____ Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

2. Project Description:

Use additional sheets as necessary to respond to the following:

(a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multi-use paths, include the preferred width and construction material, (i.e. concrete or asphalt surface). If the project is located parallel to a roadway include which side of roadway is proposed for the construction, and note any unique or special features that may be necessary which have been identified (such as boardwalks, bridges, drainage, guardrail, etc.).

(b) What type of work is being proposed? (Check all that apply)

_____ Planning Activities

_____ Project Development and Environmental Studies

__X__ Engineering and Final Plans Preparation Work

_____ Right of Way Acquisition

__X__ Construction

__X__ Construction Engineering and Inspection Activities

(c) Where is the project located (and what is the project length and termini, if appropriate)? Include location map.

(d) Summarize any special characteristics of project. Provide typical section drawings for appropriate projects.

(e) Describe the project's existing right of way ownerships. This description shall identify when the right of way was acquired and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys).

(f) Describe any proposed right of way acquisition, including expected matching fund source, limitations on fund use or availability, and who will acquire and retain ownership of proposed right of way.

(g) Describe any related project work phases that are already complete or currently underway.

(h) Other specific project information that should be considered.

3. Project Implementation Information:

Attach documentation as exhibits to this application.

(a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. local or state) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's ***Local Agency Program Manual (Topic No. 525-010-300).***

(b) Describe any public (and private, if applicable) support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).

(c) Describe the proposed ownership and maintenance responsibilities for the project when it is completed.

(d) Describe source of matching funds and any restrictions on availability.

(e) Other specific implementation information that should be considered.

4. Project Cost:

If a more detailed breakdown of cost estimates is being provided, a sample cost estimates sheet is provided for your use.
Sample Construction Cost Estimate

For latest cost information go to:
http://www.dot.state.fl.us/specificationsoffice/Estimates/HistoricalCostInformation/HistoricalCost.shtm

What is the total estimated cost of the work requested to be funded as a transportation alternative project through this application?

Planning Activities.	$_____
Project Development and Environmental Studies.	$_____
Engineering and Final Plans Preparation Work.	$ 97,350
Right of Way Acquisition.	$_____
Construction.	$ 649,000
Construction Engineering and Inspection Activities.	$ 77,880
Other. (Describe) 10% Contigency	$ 64,900
TOTAL:	$ 889,130

How will the project be funded?

FDOT Transportation Alternative Funds $ 889,130 + Local $ 0 = Total $ 889,130

FDOT Transportation Alternative Funds 100 % + Local 0 % = 100%

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by Escambia County BOCC (Project Sponsor), and that said entity will: (1) provide any required funding match; (2) enter into a maintenance agreement with the Florida Department of Transportation; (3) comply with the ***Federal Uniform Relocation Assistance and Acquisition Policies Act*** for any Right of Way actions required for the project, and (4) comply with the **NEPA** process prior to construction, which may require involvement with the **State Historic Preservation Officer (SHPO)**, and other State and/or Federal agencies, prior to construction, and (5) support other actions necessary to fully implement the proposed project. I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the Florida Department of Transportation's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

If project is not located along a state roadway:
Is sponsor or applicant willing to administer project using the Department's Local Agency Program (check one)
Yes X No_____

Status of sponsor/administrator's LAP certification: Currently certified X Not certified _____
Applied for certification & pending review _____ Planning to apply for certification _____
Other (explain) _____

Is resolution included with application? Yes X No_____
A copy of the adopted resolution showing sponsor's (board or council) approval and support of project should be included with this application.

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: Assistant County Attorney
Date: 2/12/16

2. Project Description

This project will install sidewalks on the east side of Stefani Rd between Nine Mile Rd and Nine & ½ Mile Rd (0.5 miles) in Escambia County. Sidewalks are also proposed along the north side of Nine & ½ Mile Rd between Pine Forest Rd and Stefani Rd (0.75 miles). These routes lead to the existing Extension Services office and future recreation site.

The existing county right-of-way will be adequate to construct this project. No ROW acquisition is expected.

3. Project Implementation Information

Escambia County will administer design, construction and construction engineering and inspection activities phases through the Local Agency Program. Professional services and construction contracts will be awarded in accordance with local, state and federal rules.

The Escambia County Board of County Commissioners has issued a resolution of support for this project.

Escambia County will continue to own and will be responsible for maintenance of the completed sidewalks.

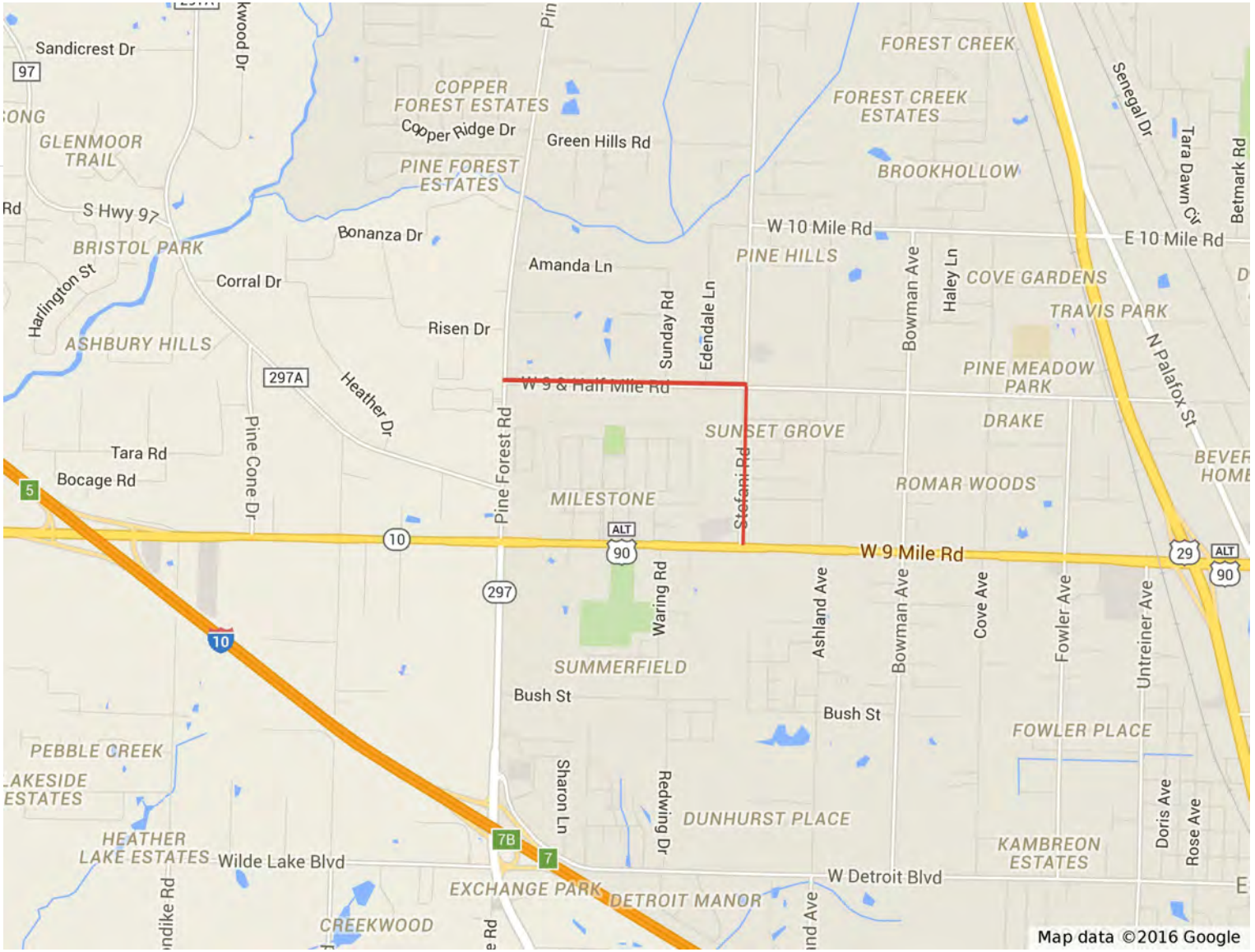
No environmental documents are anticipated with this project.

Extension Services Sidewalks Project

Untitled layer

- Line 1
- Line 2

Stefani Rd and Nine 1/2 Mile Rd



RESOLUTION R2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA IN SUPPORT OF AN APPLICATION FOR TRANSPORTATION ALTERNATIVES PROGRAM FUNDING TO DESIGN AND CONSTRUCT MULTI-MODAL FACILITIES ALONG SEVERAL COUNTY ROADS; PROVIDING FOR REGIONAL AND COUNTY TRANSPORTATION PLANNING ENDORSEMENT OF MULTI-MODAL FACILITIES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida desires to promote and encourage alternative modes of transportation; and

WHEREAS, traffic congestion, traffic accidents and pollution of the environment all stand to be reduced through a decrease in the dependence on motor vehicles; and

WHEREAS, Escambia County is attempting to alleviate the burgeoning demand created by motor vehicles on the roadway system; and

WHEREAS, the roadways known as Massachusetts Avenue; Chemstrand Road (CR-749); Perdido Key Drive (SR 292); Olive Road (CR 290); Saufley Field Road (CR 296); Dog Track Road (CR-297); South Chemstrand Road; Stefani Road; Nine and One Half Mile Road and the area known as Quietwater Beach are located in the unincorporated areas of Escambia County, Florida; and

WHEREAS, many citizens of Escambia County have expressed a desire for additional multi-modal facilities throughout the county; and

WHEREAS, the following projects are proposed and approved in the Florida-Alabama Transportation Planning Organization's Long Range Transportation Plan:

Sidewalks along Massachusetts Avenue from Hollywood Boulevard to Mobile Highway (SR-30);
Sidewalks along Chemstrand Road (CR-749) from Nine Mile Road (SR-10) to Ten Mile Road;
Pensacola Beach Ferry Service Landing Site at Quietwater Beach;
Paved shoulders along Dog Track Road (CR-297) from Blue Angel Parkway (SR-173) to Lillian Highway (SR-30);
Sidewalks along Saufley Field Road (CR-296) from Mobile Highway (SR-10A) to Saufley Field gate;
Sidewalks along Olive Road from Palafox Street (CR-95A) to Cody Lane;
Sidewalks along Olive Road from Cody Lane to Davis Highway (SR-291);
Multi-Use Path along Perdido Key Drive (SR-292) from the Alabama State Line to the eastern boundary of Perdido Key State Park;
Sidewalks along South Chemstrand Road from Johnson Avenue to Nine Mile Road (SR-10);
Escambia County Extension Services Sidewalk Project; and

WHEREAS, federal Surface Transportation Program funds are now available for

transportation alternatives projects through the State of Florida Department of Transportation; and

WHEREAS, these projects appear to meet the eligibility requirements for funding, and it is in the best interests of the public health, safety, and welfare of the citizens of Escambia County that the funding be sought from the State of Florida Department of Transportation.

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

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

Section 2. That the proposed Transportation Alternatives Program project applications have been endorsed by the Florida-Alabama Transportation Planning Organization and Escambia County as serving an unmet vital transportation need for the public health, safety, and welfare of the citizens of Escambia County.

Section 3. That the Board of County Commissioners, in furtherance of such purpose, supports filing the applications with the State of Florida Department of Transportation for Transportation Alternatives Program funding for the proposed projects in Escambia County, Florida.

Section 4. This Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2016

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: _____

Date: 12/12/16

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9822 **County Administrator's Report 9. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Reallocation of Capital Improvement Program Funds
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reallocation of Capital Improvement Program Funds - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program, totaling $200,000, as follows:

	Project Name	District	Project No.
FROM	Sidewalks (Transportation)	1-5	08EN0228
TO	Muscogee Road Sidewalks (Transportation)	5	New Project Number

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

BACKGROUND:

Escambia County Public Works staff requests the Board's approval to transfer $200,000 from the Sidewalk Program (Transportation Districts 1-5) to the Muscogee Road Sidewalk Project (Transportation District 5). When the Muscogee Road Widening and Drainage Improvement Project for design was originally awarded in 2012, provisions for sidewalks were not included. This funding will allow the contractor to design and build sidewalks for pedestrian access between Webb Street and US Highway 29. The sidewalks will be completed during the construction phase of Muscogee Road (East) Widening and Drainage Improvement Project.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352, "Local Option Sales Tax III", Cost Center 210107, Object Code 56301.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of capital improvements projects is at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9660 **County Administrator's Report 9. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: FDOT Off-System Project Agreement for the Replacement of Bridge #480099 on County Road 168 over Unnamed Branch
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of the Bridge on County Road 168 over Unnamed Branch Bridge - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of Bridge #480099 on County Road 168 over Unnamed Branch Bridge:

A. Adopt the Resolution authorizing the Agreement;

B. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County related to the replacement and maintenance of Bridge #480099 on County Road 168 over Unnamed Branch Bridge; and

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

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

BACKGROUND:

Bridge #480099 on County Road 168 over Unnamed Branch, located in Escambia County and not on the State Highway System, will be replaced by FDOT.

According to FDOT criteria, this bridge has reached a level of deterioration to warrant replacement and is next on the list for FDOT's 5-Year Work Plan. Upon Board approval of the Agreement, adoption of the Resolution, and FDOT's completion of the structure, Escambia County will be responsible for maintenance of the bridge.

BUDGETARY IMPACT:

All construction work will be performed by FDOT. Funds for maintenance of bridges are available in Fund 175 “Transportation Trust Fund”, Account 210402/54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Senior Assistant County Attorney, has prepared the Resolution and approved the Off-System Project Agreement.

PERSONNEL:

All construction work will be performed by FDOT. There is no impact to county personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's or Vice-Chairman's execution the agreement will be returned to FDOT for final execution and recording.

IMPLEMENTATION/COORDINATION:

Construction plans are available for review (by authorized personnel only) by contacting Liz Bush or James Duncan, Engineering Division, at the Escambia County Central Office Complex. All bridge replacement work will be coordinated by FDOT.

Attachments

Resolution
Off System Agreement
Area Map

RESOLUTION NUMBER R2016-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR COUNTY ROAD 168 OVER UNNAMED BRANCH BRIDGE, BRIDGE NO. 480099, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the County Road 168 over Unnamed Branch bridge, Bridge No. 480099 (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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

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

Section 2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts necessary, including securing all environmental and regulatory permits,

easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Feb. 1, 2016

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation, "DEPARTMENT," and Escambia County, a political subdivision of the State of Florida "COUNTY."

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. County Road 168, Bridge No. 480099, requires replacement; and

3. County Road 168 over Unnamed Branch Bridge is on County Road 168 located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. **432285-1-52-01**, generally described as the replacement of Bridge No. 480099 over Unnamed Branch (the "PROJECT"), from Beginning MP 0.853 to End MP 0.950 on CR 168. The PROJECT is further described in the Construction Plans dated May 29, 2015, including any revisions thereof as exist on file with the DEPARTMENT (the "PLANS"). The PLANS and any revisions thereof as exist on file with the DEPARTMENT are hereby incorporated by reference and made a part of this Agreement. The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory

permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the

needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way as described in the PLANS and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of $25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

24. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the COUNTY shall be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The PROJECT is off of the "State Highway System," therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this PROJECT. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called for in the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, CFR Section 635.120).

a. Should such shortfalls occur due to a determination that said costs are non-participating, the COUNTY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the DEPARTMENT, to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY of its obligation to pay for its full participation of non-participating costs during the PROJECT and on final accounting, as provided herein below. If the COUNTY cannot provide the deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S contract manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the PROJECT, and additional non-participating costs may be incurred due to the delay of the PROJECT.

The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the construction work is complete. All non-participating Project cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final non-participating cost of the PROJECT. Both parties agree that in the event the final accounting of total non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

In the event the final accounting of total non-participating costs are greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a

rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

The payment of funds under this Agreement provision will be made directly to the DEPARTMENT for deposit.

25. COUNTY:

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters 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. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

26. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY:

Escambia County Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, FL 32502

DEPARTMENT:

FDOT Operations Engineer
6025 Old Bagdad Highway
Milton, FL 32583

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: James T. Barfield

Title: District Secretary

Date: _____

Attest: _____

ESCAMBIA COUNTY, a political subdivision of the State of Florida

By: Grover C. Robinson, IV

Title: Chairman

Date: _____

Attest: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

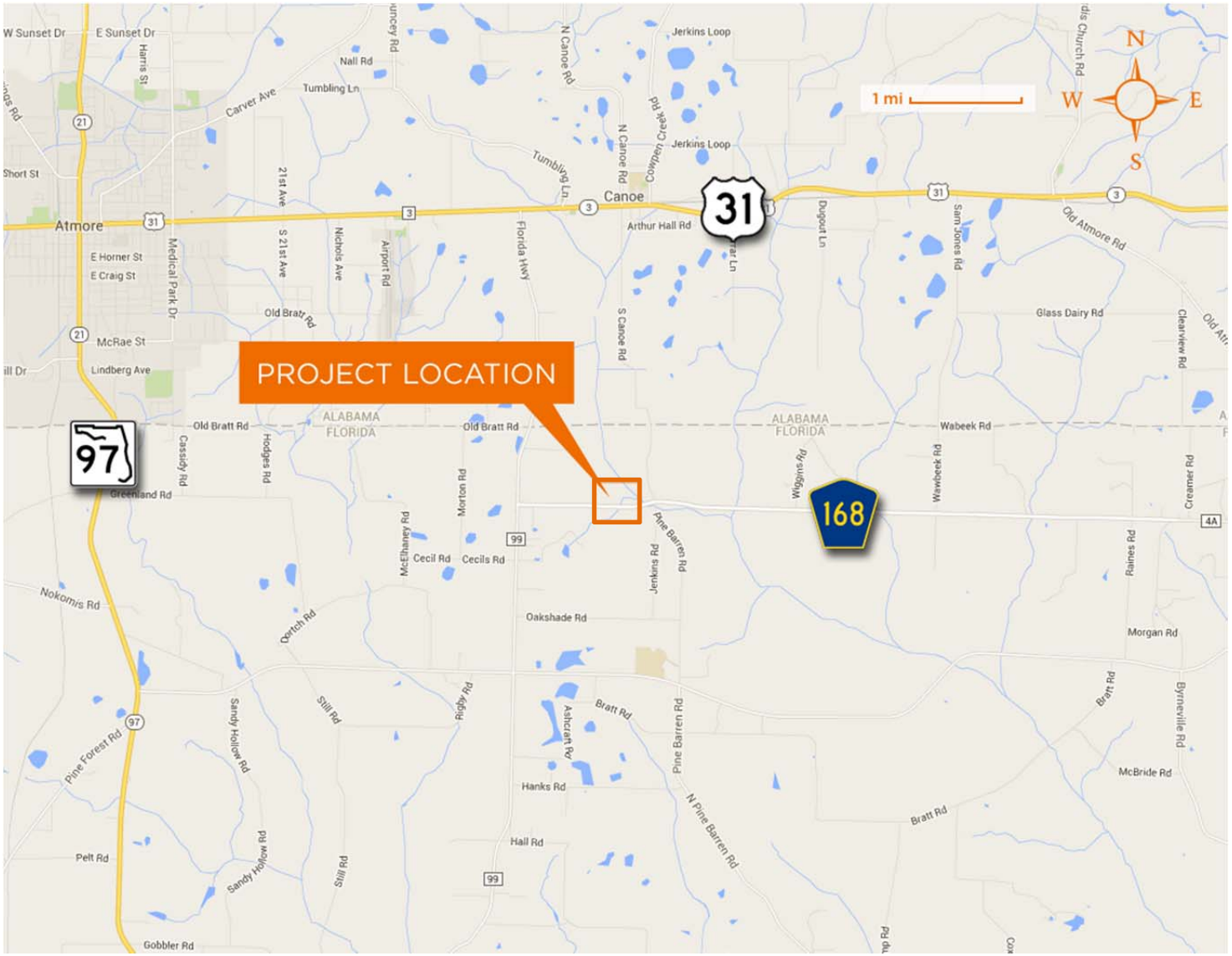
Legal Review:

Office of the General Counsel

Legal Review: Stephen G. West

This document approved as to form and legal sufficiency.
By _____
Senior Assistant County Attorney
Date Feb. 2, 2016

432285-1 Project Map
County Road 168 over Unnamed Branch
(Bridge Replacement)
Escambia County



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9849 **County Administrator's Report 9. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Donation Agreement for Property Located at 5806 Bob O Link Road
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Donation Agreement for Property Located at 5806 Bob O Link Road from the Trust for Public Land - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the Chairman or Vice-Chairman to sign the Donation Agreement for the donation of real property (approximately 3.38 acres), located at 5806 Bob O Link Road, from the Trust for Public Land to Escambia County, in accordance with the terms and conditions contained in the Agreement.

[Funding Source: Fund 352, LOST III, Cost Center 350229, Project 12PR1688 - Land Acquisition]

BACKGROUND:

Escambia County was selected to receive funding through Phase V of the Natural Resources Damage Assessment (NRDA) process whose goal is “to enhance public access to natural resources and increase recreational opportunities.” The selected project includes the acquisition of a 3.38 acre property at 5806 Bob O Link Road, development of amenities, and funds to provide ten years of operation and maintenance costs. The total value of the park and ten years of maintenance is estimated to be $6.35 million. The site is adjacent to the Galvez boat ramp to the west.

The Trust for Public Lands is tasked with acquiring the property, site design, site development, and donating the final product to the County, including ten years of operation and maintenance funding. The Donation Agreement provides assurance to the Trust for Public Lands that the County intends to take possession of the donated waterfront park at the end of the process.

BUDGETARY IMPACT:

The County will receive the park after it is acquired and fully developed. Anticipated costs to the County include acquisition of an as-built survey and an updated title insurance policy. After the initial ten years of operations and maintenance funding runs out, the County will be responsible for ongoing park maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the Donation Agreement.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will maintain compliance with Section 46-139 of the County Codes.

Attachments

Donation Agreement
Map
Conceptual Drawing
Park Information

DONATION AGREEMENT

THIS DONATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between THE TRUST FOR PUBLIC LAND, a nonprofit California corporation, (hereinafter referred to as "Donor"), whose mailing address is 306 N. Monroe Street, Tallahassee, Florida 32301, and ESCAMBIA COUNTY, FLORIDA (hereinafter referred to as "Donee"), whose mailing address is 221 South Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, Donor has obtained an Option to acquire a fee simple interest in the lands described in Exhibit "A" (the "Property"), which is attached hereto and made a part of this Agreement, and

WHEREAS, Donee has requested that Donor convey to Donee a fee simple interest in the Property; and

WHEREAS, it is the intention of the Donor to improve the Property prior to the donation of the Property to the Donee with passive recreation facilities (the "Passive Recreation Improvements") for the benefit of the public; and

WHEREAS, Donor recognizes the benefit to Donor and desires to convey the Property to the Donee on the terms and conditions set forth herein, said terms including that no compensation shall be due and payable for the Property, or any expenses relating to conveyance of the Property to Donee;

NOW, THEREFORE, In consideration of the continued work toward conservation of the property by The Trust for Public Land and the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, it is agreed by and between the parties as follows:

1. Donor shall convey the Property via a Special Warranty Deed to Donee at no cost to the Donee, unless otherwise stated herein. The Special Warranty Deed shall contain a restriction as follows: "This property was acquired with funds provided by the Deepwater Horizon Natural Resource Trustees and will be managed in accordance with the applicable federal and State law. This property may not be disposed of in any manner, or used for purposes other than conservation and restoration of natural resources and for passive public outdoor recreation, without the prior written approval of the Regional Director, Southeast Region, U.S. Fish and Wildlife Service and the Director, Office of Habitat Conservation, National Marine Fisheries Service on behalf of the Federal Natural Resource Trustees, and the Division Director for the Division of State Lands, Florida Department of Environmental Protection on behalf of the Florida Trustees."

2. Donor has previously transmitted to Donee of each of the following items prepared for the Property: i) a boundary survey; ii) a phase I environmental site assessment; and iii) a copy of the Donor's commitment for a title insurance policy (the "Due Diligence"). Donee has reviewed these items and unconditionally accepts the Property in the condition described in the Due Diligence.

3. Closing shall occur within thirty (30) days of written notification by Donor to Donee that Donor has substantially completed construction of the Passive Park Improvements (the "Closing"). The parties shall have the right to close by mail.

4. Prior to Closing, Donor shall obtain a release or termination from the holders of any liens, exceptions and/or qualifications encumbering the Property.

5. The Donor shall pay for all costs of recording the conveyance instrument, and recording costs for any curative instruments, in the Public Records of Escambia County, Florida. Donor shall also pay for all other costs associated with this transaction including but not limited to transfer, documentary and intangible taxes. The cost of a title commitment, boundary survey, environmental site assessment, and any improvements made on the Property shall be paid by Donor. It is the intention of the Donor to convey to Donee a completed passive recreation park. Donor shall not provide Donee with an "as built" or updated boundary survey or environmental assessment after completion of the Passive Park Improvements, nor shall the Donor provide Donee with Donee's title insurance policy.

6. This Agreement and the terms and provisions hereof shall be effective as of the date this Agreement is executed by both parties and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors, successor trustees, and/or assignees, whenever the context so requires or admits.

7. Conveyance of the Property by Donor is contingent upon no other provisions, conditions, or premises other than those so stated above, except that the Donee will have the right to receive the donation of the Property only i) if the Donor acquires the fee simple interest in the title and ii) after the completion of the construction of the Passive Park Improvements; and the written Agreement, including all exhibits attached hereto, shall constitute the entire Agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

8. This Agreement is governed and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF the foregoing provisions, the parties have signed this Agreement.

AS TO DONOR: THE TRUST FOR PUBLIC LAND, a nonprofit California corporation

_____
Witness as to Donor
Print:_____

By:_____
By: Peter Fodor
Its: Division Legal Director

_____
Witness as to Donor
Print:_____

Date: _____

AS TO DONEE:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Court

_____
Grover C. Robinson, IV, Chairman

_____
Deputy Clerk

Date: _____

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Feb. 24, 2016

Innerarity Point Holdings



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

SSW 2/22/16 DISTRICT 2

Innerarity Point Holdings
Property for Donation

Innerarity Point Park

Conceptual Master Plan

November 2015



1. New Dock w/Kayak Launch
2. Expanded Beach Area
3. Beach Access for Paddle Craft
4. Shoreline Restoration
5. Accessible Boardwalk w/Steps & Ramps
6. Overlook Deck w/Central Bench Seating
7. Treehouse Overlook
8. Arbor Swings
9. Small Open-Air Picnic Pavilion (spread throughout)
10. Open Lawn Area
11. Playground (ages 5-12)
12. Large Shade Seating Structure
13. Playground (ages 2-5)
14. Restrooms
15. Large Picnic/Gathering Pavilion
16. Main Pedestrian Entry (Signage)
17. Split-Rail Fence
18. Pedestrian Access to Cruzat Way (Landing & Restaurant)
19. Stormwater Pond (as needed) w/Footbridge Crossing
20. Pedestrian Access to Existing Sidewalk

Location



THE TRUST for PUBLIC LAND

Kimley»Horn

Wood+Partners Inc. WPi
Landscape Architects
Land Planners
FL LC0000364

Innerarity Point Park

Conceptual Program & Character

The Trust for Public Land • September 21, 2015

Innerarity Point Park provides an opportunity for public use of the waterfront in a more passive way than at the neighboring marina. A high vantage point allows for sweeping views of the waterway, which are captured and maximized at multiple locations along the shoreline. A long dock creates an accessible route to fish and launch paddle craft. The dock partially encloses a designated swimming area where additional sand creates a larger beach area. Native shoreline vegetation can be re-established north of the beach area and along the western edge of the waterfront.

Programming for the park includes:

- Accessible routes through park and to the waterfront
- Open gathering space for festivals, etc.
- Large and small capacity covered pavilions with grills
- Restroom facility with rinse showers
- Additional rinse showers near beach area
- Two playgrounds
- Parking for 50+ visitors
- Existing tree canopies preserved wherever possible
- Architectural features to enhance and establish park identity



Existing View to Waterway



Possible Architectural Character



Possible Architectural Character





Kimley-Horn and Associates, Inc.

Wood+Partners Inc. Landscape Architects Land Planners

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9903 **County Administrator's Report 9. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: DEP Grant Agreement No. G0439 to Provide Financial Assistance for Low Impact Design Manual and Workshops for Escambia
From: Chips Kirschenfeld, Division Manager
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Grant Agreement with the Florida Department of Environmental Protection to Provide Financial Assistance for Low Impact Design Manual and Workshops for Escambia - J. Taylor "Chips" Kirschenfeld, Interim Director, Department of Natural Resources Management

That the Board take the following action concerning Grant Agreement No. G0439 with the Florida Department of Environmental Protection (DEP) to provide Financial Assistance for Low Impact Design Manual and Workshops for Escambia:

A. Accept Grant Agreement No. G0439 with DEP to provide Financial Assistance for Low Impact Design Manual and Workshops for Escambia; and

B. Authorize the Chairman to sign the Grant Agreement and any subsequent Amendments to the Grant Agreement such as no cost time extensions, subject to Legal review and sign-off, without further action of the Board.

The County Attorney's Office has requested that the Board be made aware of the following language:

Paragraph 31, (page 12 of 13), last sentence, "Any action hereon or in connection herewith shall be brought in Leon County, Florida."

[Funding Source: Fund 110, Other Grants and Projects, Cost Center to be determined at the time of Supplemental Budget Amendment. The local match requirement funding has been expended from Fund 151, CRA Fund, on a previously-constructed pervious pavement project at the Juanita Williams County Park]

BACKGROUND:

Low Impact Design (LID) practices, which reduce impervious surfaces and increase stormwater infiltration at the source, are currently not being utilized in Escambia County to the extent desired to reduce nonpoint source pollution and flooding. The goals of this grant-funded project are to simplify the design process, lower the barriers, eliminate obstacles, and increase the comfort level through education, demonstration, and outreach efforts. This project will develop and distribute a manual and provide workshops to professional engineers, architects, land use planners, and developers in Escambia County. These professionals will hopefully be more likely to incorporate LID practices in the site design and planning process for future development projects in the City of Pensacola and Escambia County.

BUDGETARY IMPACT:

Fund 110, Other Grants and Projects, cost center to be determined at the time of Supplemental Budget Amendment. The local match requirement funding has been expended from Fund 151, CRA Fund, on a previously-constructed pervious pavement project at the Juanita Williams County Park.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was reviewed by Kristin Hual, Assistant County Attorney.

PERSONNEL:

This project will be managed by the Escambia County Department of Natural Resources Management's Water Quality & Land Management Division.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

This project will be coordinated with the Escambia County Engineering Department, the Florida Department of Environmental Protection, and the Northwest Florida Water Management District.

Attachments

DEP GrantAgrmt G0439 LID ManualWorkshops

DEP AGREEMENT NO. G0439

STATE OF FLORIDA
GRANT AGREEMENT
PURSUANT TO
ENVIRONMENTAL PROTECTION AGENCY GRANT AWARD(S)

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the COUNTY OF ESCAMBIA BOARD OF COUNTY COMMISSIONERS, whose address is 221 Palafox Place, Suite 140, Pensacola, Florida 32502-5833, (hereinafter referred to as "Grantee"), a County Government, to provide financial assistance for Low Impact Design Manual and Workshops for Escambia.

WHEREAS, the Department is the recipient of federal financial assistance from the U.S. Environmental Protection Agency (EPA); and,

WHEREAS, the Department was awarded funding by the EPA pursuant to Grant Agreement No. C9-99451510-0, also referenced as "31910" or "319"in this Agreement; and,

WHEREAS, the Grantee has been determined to be a subrecipient of federal financial assistance from the EPA; and,

WHEREAS, the Grantee is responsible for complying with the appropriate federal guidelines in performance of its activities pursuant to this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference.

2. This Agreement shall begin upon execution by both parties and shall remain in effect until December 31, 2016, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement. The Grantee may claim allowable project expenditures made on or after October 1, 2009, for purposes of meeting its match requirement identified in paragraph 3. This Agreement may be amended to provide for additional services if additional funding is made available by EPA and/or the Legislature.

3. A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of $106,200 towards the total estimated project cost of $290,200. The parties hereto understand and agree that this Agreement requires at least a 63.4% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $184,000 through cash or third party in-kind, towards the work funded under this Agreement. All match shall meet the federal requirements established in 40 CFR Part 30, 40 CFR Part 31 and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230) and A-21 (2 CFR 220), as applicable. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The Grantee will report those expenditures to the Department in the Final Report as required under this Agreement as specified in paragraph 5.B., below, and in Task No. 4 of Attachment A.

B. Prior written approval from the Department's Grant Manager shall be required for changes within approved deliverable budget categories of up to 10% of the total deliverable budget amount.

Changes less than 10% of the total approved deliverable budget will require a formal change order to the Agreement. Changes greater than 10% of the total approved deliverable budget and/or changes that transfer funds from one deliverable to another or that increase or decrease the total funding amount will require a formal amendment to the Agreement.

C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs, upon the completion, submittal and approval of the deliverables identified in **Attachment A.** Reimbursement shall be requested, utilizing **Attachment B, Payment Request Summary Form,** in accordance with the schedule in Attachment A. Each payment request must be accompanied by **Attachment C, MBE/WBE Procurement Reporting Form.** Failure to provide Attachment C shall result in a delay in processing the payment until such time as the appropriate information is provided to the Department. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) days following the completion date of the Agreement, to assure the availability of funds for payment. Each payment request submitted shall document all matching funds and/or match efforts (i.e. in-kind services) provided during the period covered by each request. The final payment request shall not be processed until the match requirement has been met.

D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. In accordance with the **Attachment D, Contract Payment Requirements,** the Grantee shall comply with the minimum requirements set forth therein. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows:

i. Salaries/Wages – List personnel involved, salary rates and hours/time spent on project in accordance with Attachment A, Grant Work Plan.

ii. Contractual (Subcontractors) - Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price (vendor) subcontracts, the following provisions shall apply:

a. The Grantee may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment A. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.

b. The Grantee may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon

receipt of the Department Grant Manager's approval of the fixed price amount, the Grantee may proceed in finalizing the fixed price subcontract.

c. All subcontracts are subject to the provisions of paragraph 13 and any other appropriate provisions of this Agreement which affect subcontracting activities.

iii. Travel – The Grantee will not be reimbursed for travel expenses under the terms and conditions of this Agreement.

E. In addition to the invoicing requirements contained in paragraphs 3.B. and C. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide; allowable costs for Federal Programs can be found under 48 CFR Part 31 and Appendix E of 45 CFR Part 74, at http://www.access.gpo.gov/nara/cfr/cfr-table-search.html and OMB Circulars A-87 (2 CFR 225), A-122 (2 CFR 230), A-21 (2 CFR 220); and administrative requirements can be found in OMB Circulars A-102 and A-110 (2 CFR 215) at http://www.whitehouse.gov/omb/circulars/index.html#numerical.

F. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the work identified in Attachment A, Grant Work Plan.

G. Allowable costs will be determined in accordance with the cost principles applicable to the organization incurring the costs. For purposes of this Agreement, the following cost principles are incorporated by reference.

Organization Type	Applicable Cost Principles
State, local or Indian tribal government.	OMB Circular A-87 (2 CFR 225)
Private non-profit organization other than (1) an institution of higher education, (2) hospital, or (3) organization named in OMB Circular A-122 as not subject to that circular.	OMB Circular A-122 (2 CFR 230)
Education Institutions	OMB Circular A-21 (2 CFR 220)
For-profit organization other than a hospital and an organization named in OMB A-122 as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal agency.
Hospital	45 CFR Subtitle A - Appendix E to Part 74-Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals

H. i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

I. The federal funds awarded under this Agreement must comply with ***The Federal Funding Accountability and Transparency Act (FFATA) of 2006.*** The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. Grant Recipients awarded a new Federal grant greater than or equal to $25,000 awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Department to comply with this requirement.

J. The table below identifies the funding supporting this Agreement and EPA Grants providing the funds.

EPA Grant Number	CFDA	Program Title	Funding Amount
C9-99451510-0	66.460	Nonpoint Source Implementation Grants	$106,200
		Total Funding:	$106,200

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. A. Progress Reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. Each Progress Report shall be submitted on **Attachment E, Progress Report Form**, and shall describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and

proposed work for the next reporting period. The Final Project Report shall be submitted no later than the completion date of the Agreement. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee. Final payment, up to ten (10) percent of the total Agreement amount identified in paragraph 3.A., may be withheld until all work is completed, all deliverables have been submitted, match requirements have been met and the Final Project Report has been received and approved.

B. A draft comprehensive final report (hard copy and electronic) must be submitted no later than sixty (60) days prior to the completion date of the Agreement. The Department will review the draft final report and provide comments for inclusion in the final report within thirty (30) days. One hard copy, plus one electronic copy in Adobe.pdf format or Microsoft Word Format, of a comprehensive final report must be submitted no later than the completion date of the Agreement. The Grantee's final report shall include an accounting of all project expenses, a report of all matching funds contributed on behalf of the Grantee, and a statement acknowledging that the project has been supported by a grant from the U.S. Environmental Protection Agency. The following language shall be included on the cover page of the final project report:

> "This project and the preparation of this report was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection. The total cost of the project was $106,200, of which $184,000 or 63.4 percent was provided by the U.S. Environmental Protection Agency."

Additionally, all other final deliverables required by this Agreement (such as booklets, pamphlets, videos, scientific papers, etc.) which were funded in whole or in part by federal sources shall include the language below to acknowledge the federal government's participation in the project.

> "This _____ (booklet, pamphlet, video, paper, etc. as appropriate) was funded in part by a Section 319 Nonpoint Source Management Program Implementation grant from the U.S. Environmental Protection Agency through an agreement/contract with the Nonpoint Source Management Section of the Florida Department of Environmental Protection."

C. The Grantee agrees to provide a copy of any draft report and/or final report to the Department before making, or allowing to be made, a press release, publication, or other public announcement of the project's outcome. This shall not be construed to be a limitation upon the operation and applicability of Chapter 119, Florida Statutes.

D. The Grantee agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under this Agreement.

i. The Grantee accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "Fair Share" goals and objectives negotiated with EPA as follows:

Florida Fair Share Goals	
Industry	Goal
Equipment	9% MBE and 3% WBE
Supplies	
Services	
Construction	

ii. If the Grantee does not want to rely on the applicable State's MBE/WBE goals, the Grantee agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction,

services, supplies and equipment. "Fair Share" objectives must be submitted to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 within thirty (30) calendar days of award and approved by EPA no later than thirty (30) calendar days thereafter. Copies of all correspondence with EPA shall also be forwarded to the Department's Grant Manager.

iii. The Grantee agrees to ensure, to the fullest extent possible, that at least the applicable "Fair Share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

iv. The Grantee agrees to include in its bid documents the applicable "Fair Share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "Fair Share" percentages.

v. The Grantee agrees to follow the six good faith efforts or positive efforts stated in 40 C.F.R. 33, as appropriate, and retain records documenting compliance.

vi. The Grantee agrees to submit a report documenting MBE/WBE utilization under federal grants in conjunction with the required payment request form (see paragraph 3.C).

vii. If race and/or gender neutral efforts prove inadequate to achieve a "Fair Share" objective, the Grantee agrees to notify the Department and EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "Fair Share" objective.

viii. In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the Grantee agrees to utilize and to encourage any prime contractors under this Agreement to utilize small businesses located in rural areas to the maximum extent possible. The Grantee agrees to follow the six affirmative steps stated in six good faith efforts stated in 40 C.F.R. 33, as appropriate, in the award of any contracts under this Agreement.

E. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and/or 40 CFR 30.16, the Grantee agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this Agreement and delivered to the Department. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement does not apply to invoices and their documentation, which are required to be single sided. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

F. Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

6. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

7. A. The Department may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

C. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1)(a), Florida Statutes.

8. No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) days.

A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.

B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

9. If the Grantee materially fails to comply with the terms and conditions of this Agreement, including any Federal or State statutes, rules or regulations, applicable to this Agreement, the Department may take one or more of the following actions.

A. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

B. Disallow (that is, 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.

C. Wholly or partly suspend or terminate this Agreement.

D. Withhold further awards for the project or program.

E. Take other remedies that may be legally available.

F. Costs of the Grantee resulting from obligations incurred by the Grantee during a suspension or after termination of the Agreement are not allowable unless the Department expressly authorizes them in the notice of suspension or termination. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the following apply.

i. The costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, are not in anticipation of it, and in the case of termination, are noncancellable.

ii. The cost would be allowable if the Agreement were not suspended or expired normally at the end of the funding period in which the termination takes place.

G. The remedies identified above, do not preclude the Grantee from being subject to debarment and suspension under Executive Orders 12549 and 12689.

10. The Department shall have the right to demand a refund, either in whole or part, of the funds provided to the Grantee for noncompliance with the terms of this Agreement.

11. A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The United States Environmental Protection Agency, the Comptroller General of the United States, the Department of Environmental Protection, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subgranted or subcontracted, the Grantee shall similarly require each subgrantee and subcontractor to maintain and allow access to such records for audit purposes.

B. The Grantee agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

C. Records for real property and equipment acquired with Federal funds shall be retained for five (5) years following final disposition.

12. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment F, Special Audit Requirements,** attached hereto and made a part hereof. **Exhibit 1** to **Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.

B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

13. A. The Grantee may not subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee shall submit a copy of the executed subcontract to the Department within ten (10) days after execution. Regardless of any subcontract, the Grantee is ultimately responsible for all work performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Grantee agrees to comply with the procurement requirements contained in 40 C.F.R. 31.36 for its selection of subcontractors.

C. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

14. A. The Grantee certifies that no Federally-appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above, the Grantee shall submit **Attachment G, Standard Form-LLL, "Disclosure of Lobbying Activities"** and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly. **[40 CFR 34]**

B. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

C. Pursuant to the Lobbying Disclosure Act of 1995, any organization described in Section 501(c)4 of the Internal Revenue Code of 1986 shall not be eligible for subgrants under this Agreement, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subgrant. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

D. The Grantee's Chief Executive Officer shall certify that no funds provided under this Agreement have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Grantee shall submit **Attachment H, "Lobbying and Litigation Certificate"** to the Department within ninety (90) days following the completion of the Agreement period.

15. The Grantee shall comply with all applicable federal, state and local rules and regulations in performing under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. Any notices between the parties shall be considered delivered when posted by Certified Mail, return receipt requested, or overnight courier service, or delivered in person to the Grant Managers at the addresses below.

17. The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below.

Amanda Peck	
Florida Department of Environmental Protection	
Nonpoint Source Management Section	
2600 Blair Stone Road, MS# 3570	
Tallahassee, Florida 32399-2400	
Telephone No.:	850-245-2948
E-mail Address:	Amanda.peck@dep.state.fl.us

18. The Grantee's Grant Manager (which may also be referred to as the Grantee's Project Manager) for this Agreement is identified below.

Taylor "Chips" Kirschenfield	
County of Escambia	
3363 West Park Place	
Pensacola, Florida 32505	
Telephone No.:	850-595-3449
Fax No.:	850-595-3634
E-mail Address:	jtkirsche@myescambia.com

19. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.

20. The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

21. The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

22. Equipment Purchase: Reimbursement for equipment purchases costing $1,000 or more is not authorized under the terms and conditions of this Project Agreement.

23. The Department may at any time, by written order designated to be a change order, make any change in the Grant Manager information or task timelines within the current authorized Agreement period. All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

24. The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. The Grantee acknowledges that Federal funds may not be used to sponsor a conference, meeting, or training seminar held in a hotel or motel which does not meet the requirements of the Hotel and Motel Fire Safety Act of 1990.

25. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

26. In accordance with Executive Order 12549, Debarment and Suspension **(2 CFR 180 and 1532)**, the Grantee agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing by EPA to the Department. The Grantee shall include the language of this section in all subcontracts or lower tier agreements executed to support the Grantee's work under this Agreement.

27. The Environmental Protection Agency and Department reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:

A. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant.

B. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

28. The Grantee agrees to comply with, and include as appropriate in contracts and subgrants, the provisions contained in **Attachment I, Contract Provisions**, attached hereto and made a part hereof. In addition, the Grantee acknowledges that the applicable regulations listed in **Attachment J, Regulations**, attached hereto and made a part hereof, shall apply to this Agreement.

29. A. Department reserves the right to establish the amount and application of retainage on the work

performed under this Agreement to a maximum of 10%. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

B. Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in **Attachment A, Grant Work Plan.** Department shall provide written notification to Grantee of identified deficiencies and Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in Department's notice will result in forfeiture of retainage by Grantee.

C. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire **Attachment A, Grant Work Plan.** Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.

D. No retainage shall be released or paid for uncompleted work while this Agreement is suspended.

E. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held, in accordance with paragraph 3 above.

30. Land acquisition is not authorized under the terms of this Agreement.

31. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

32. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

COUNTY OF ESCAMBIA BOARD
OF COUNTY COMMISSIONERS

By:_____

Grover C. Robinson, IV, Chairman

Print Name and Title of Authorized Person

Date:_____

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

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

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Print Name and Title of Authorized Person

Date:_____

Amanda Peck, DEP Grant Manager

QC Reviewer

FEID No.: 59-6000598

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the governmental board/commission must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (5 Pages)
Attachment	B	Payment Request Summary Form and Instructions (3 Pages)
Attachment	C	MBE/WBE Procurement Reporting Form and Instructions (7 Pages)
Attachment	D	Contract Payment Requirements (1 Page)
Attachment	E	Progress Report Form (1 Page)
Attachment	F	Special Audit Requirements (5 Pages)
Attachment	G	Disclosure of Lobbying Activities (2 Pages)
Attachment	H	Lobbying and Litigation Certificate (1 Page)
Attachment	I	Contract Provisions (4 Pages)
Attachment	J	Regulations (1 Page)

ATTACHMENT A
GRANT WORK PLAN

PROJECT NAME: Low Impact Design Manual and Workshops for Escambia County, Florida

319(h) 2010 FUNDING: $106,200 **LOCAL REQUIRED MATCH:** $184,000 **TOTAL PROJECT:** $290,200

PROJECT OVERVIEW: Low Impact Design (LID) practices are currently not being utilized in Escambia County to the extent desired to reduce nonpoint source pollution, so lowering barriers, eliminating obstacles, simplifying the design process,and increasing the comfort level through education and outreach are the goals of thisproject.

This project will develop and distribute a manual and provide workshops to professional engineers, architects, land use planners, and developers in Escambia County. These professionals will then be more likely to incorporate LID practices in the site design and planning process for future development projects in the City of Pensacola and Escambia County. Implementing these LID practices, and reducing stormwater runoff at the source, will reduce nonpoint source pollution in Escambia County (Exhibit 1).

TASKS and DELIVERABLES:

TASK NUMBER 1: Pervious Pavement Match Project
Description: The Grantee has previously constructed the match-only funded pervious pavement project within the 319 grant period, located at the Juanita Williams County Park. The pervious pavement project was designed in 2012 and constructed in 2013, funded solely by local option sales tax and had no contribution from state or federal funding sources.

Deliverable 1: Pervious pavement constructed within the Juanita Williams County Park as described in this task, as evidenced by: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) copy of all required permits; 3) copy of executed subcontract(s); 4) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 5) signed acceptance of the completed work by the Grantee; and 6) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.
Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work was performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may submit the match documentation for this task for review and acceptance by the Grant Manager.

TASK NUMBER 2: Low Impact Development (LID) Manual
Description: The Grantee will develop a site-specific LID Manual for use in the City of Pensacola and Escambia County. Although the local data (rainfall, soils, land use, runoff coefficients, etc.) is specific to Escambia County, the manual could be utilized in other geographic areas with updated data. The LID Manual will also contain useful tools to simplify the calculations and the design process for professional engineers, architects, land use planners, local governments, and the development community. The LID Manual will focus on the use of the following LID practices: 1) Improved site design to reduce impervious surfaces, reduce nonpoint source runoff, and increase infiltration at the source; 2) use of pervious pavements to reduce nonpoint source runoff and increase infiltration at the source; 3) use of bioretention areas to reduce nonpoint source runoff and increase infiltration; 4) use of vegetated swales to increase infiltration; and 5) use of vegetated green roofs to reduce nonpoint source roof runoff. The pervious pavement constructed at the Juanita Williams County Park under Task 1 will be incorporated into the LID manual as an example of a pervious pavement project, including pictures showing the installation process and lessons learned in construction.

Deliverable 2a: 1) Copy of draft print-ready LID Manual submitted to the Department's Grant Manager for review and approval prior to final printing and distribution, incorporating all practices described in this Task.
Performance Standard: The Department's Grant Manager will review draft materials prior to public distribution. The Department's Grant Manager will review the draft deliverables and provide comments to the Grantee as needed.

Deliverable 2b: 1) Copy of the final printed LID Manual and 2) summary of number of printed copies and where distributed. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.
Performance Standard: The Department's Grant manager will review the final deliverables to ensure the draft comments have been taken into consideration. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

TASK NUMBER 3: Educational Workshops
Description: A total of five educational workshops will be conducted by the Grantee, each workshop focusing on one or more of the following Low Impact Development (LID) practices so that all practices are eventually covered: 1) Improved site design to reduce impervious surfaces, reduce nonpoint source runoff, and increase infiltration at the source; 2) use of pervious pavement to reduce nonpoint source runoff and increase infiltration at the source; 3) use of bioretention areas to reduce nonpoint source runoff and increase infiltration; 4) use of vegetated swales to increase infiltration; and 5) use of vegetated green roofs to reduce nonpoint source roof runoff. The workshops will be held at the Escambia County Central Office Complex where there are examples of the five LID practices listed above. The Grantee has stated that the Central Office Complex has the largest green roof in Florida (30,000 square feet), a large pervious concrete parking area (70,000 square feet), eleven curbless bioretention areas, and vegetated swales.

An experienced contracted LID professional will lead each workshop utilizing local examples, problems, and solutions. Maintenance and cost comparisons of conventional and LID projects will be examined. The pervious pavement constructed at the Juanita Williams County Park under Task 1 will be incorporated into the appropriate workshop(s) as an example of a pervious pavement project, including pictures showing the installation process and lessons learned during and post construction. All local (Escambia and Santa Rosa county) engineers, planners, architects, and environmental consultants known to the Grantee and identifiable in readily accessible public records will be invited to each workshop, with 30 attendees anticipated at each workshop. The goal of the workshops is to illustrate the use of LID practices in the design and engineering process, see examples of successful LID projects in the local area, improve the comfort level of the use of LID practices, and improve the understanding of cost savings and low maintenance required for LID projects. A survey will be given to each workshop participant to determine the effectiveness of the workshop(s) they attended.

Deliverable 3a: Workshop preparation, including: 1) Copy of draft workshop education materials, workshop agenda(s) and workshop notices submitted to the Department's Grant Manager for review and approval prior to final printing and distribution. 2) copy of qualifications for each workshop presenter; and 3) draft promotional effectiveness survey information submitted to the Department's Grant Manager for review and approval prior to finalization and distribution to the workshop attendees. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.
Performance Standard: The Department's Grant Manager must approve draft materials prior to public distribution. The Department's Grant Manager will review the draft deliverables and provide comments to the Grantee as needed.

Deliverable 3b: Educational workshops completed as described in this task, as evidenced by: 1) A copy of the final workshop materials, agenda and notices, with number distributed and where, list of date/time for each workshop provided, workshop notes or minutes and sign-in sheets. 2) copy of promotional effectiveness survey(s) with summary of results. Deliverables should be submitted as electronic copies unless otherwise requested by the Department's Grant Manager.
Performance Standard: The Department's Grant manager will review the final deliverables to ensure the draft comments have been taken into consideration. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

TASK NUMBER 4: Final Report
Description: The Grantee will prepare a Final Report, as specified in paragraphs 3 and 5 of the Agreement,

summarizing the results of the project, including all tasks in the Grant Work Plan. The Final Report must include at a minimum:

- Project location and background, project description and timeline, grant award amount and anticipated benefits.
- Financial summary of actual costs versus the budget, along with any changes required to the budget. Include any match provided.
- Discussion of project schedule versus actual completion, including changes required to the schedule, unexpected site conditions and adjustments, significant unexpected delays and corrections, and/or other significant deviations from the original project plan.
- Summary of activities completed as well as those not completed and why, as well as a brief summary of any additional phases yet to be completed.
- Photo documentation of work performed (before, during and after), appropriate figures (site location, site plan(s), etc.), appropriate tables summarizing data/information relevant to Grant Work Plan tasks, and appropriate attachments relevant to the project.

Note: After the Agreement is executed, the Grantee will provide ongoing monitoring of project schedules to ensure compliance with timelines outlined in this Grant Work Plan, to be included in quarterly update progress reports as specified in paragraph 5 of the Agreement that describe progress of the project from the beginning until the end.

Deliverable 4a: An electronic copy of the draft Final Report in Word format submitted to the Department's Grant Manager for review prior to submission of the Final Report. Upon request, the Grantee will provide a paper copy of the draft Final Report.
Performance Standard: The Department's Grant Manager will review the submitted draft Final Report to verify that it meets the specifications in the Grant Work Plan and this task description, and provide any comments to the Grantee for incorporation into the Final Report. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Deliverable 4b: An electronic copy of the Final Report, with all suggested changes incorporated, in Word or PDF format submitted to the Department's Grant Manager for review and approval. Upon request, the Grantee will provide a paper copy of the Final Report.
Performance Standard: Upon review and written approval by the Department's Grant Manager of the Final Report, the Grantee may proceed with payment request submittal for this task. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

TIMELINE: The task must be completed and all deliverables received by the end of each task timeline. For the 319(h) grant funded and required match funded tasks, if there are any conflicts between the completion dates in the task timeline below and the 319 (h) grant end date, 9/30/2016, then the 319(h) grant end date is controlling.

Task No.	Task Title	Deliverable No.	Start	Complete
1	**Pervious Pavement Match Project**	1	1/1/2012	2/28/2016
2	**Low Impact Development Manual**	2a	Upon Execution	5/28/2016
		2b	Upon Execution	9/30/2016
3	**Educational Workshops**	3a	Upon Execution	8/1/2016
		3b	Upon Execution	8/30/2016
4	**Final Report**	4a	Upon Execution	8/30/2016
		4b	Upon Execution	9/30/2016

PROJECT BUDGET BY CATEGORY and TASK: In the event the Grantee desires to remove or add a budget category not approved in this Attachment A, the Grantee shall submit such request in writing to the Grant Manager. Such change will require an amendment to this agreement. Ten (10) percent of the funds may be shifted between categories within a task for any task with multiple categories by written agreement between the Department's Grant Manager and the Grantee's Grant Manager.

Task No.	Category	Grant Funding	Match Funding
1	Contractual	$0	$184,000
	Total for Task	$0	$0
2	Salaries	$6,000	$0
	Contractual	$60,000	$0
	Total for Task	$66,000	$0
3	Salaries	$6,000	$0
	Contractual	$26,000	$0
	Total for Task	$32,000	$0
4	Salaries	$8,200	$0
	Total for Task	$8,200	$0
Total:		**$106,200**	**$184,000**
Total Project Cost:		**$290,200**	
Percentage:		**36.6%**	**63.4%**

SALARY BENEFITS BY TASK:

Task Number	Position Title	Hourly Rate
2	Environmental Technician/ Project Coordinator	$20.00
3	Environmental Technician/ Project Coordinator	$20.00
4	Environmental Technician/ Project Coordinator	$20.00

BUDGET SUMMARY: Cost reimbursement grant funding must not exceed the category totals for the project as indicated below:

Category Totals	Grant Funding	Match Funding
Salaries Total	$20,200	$0
Contractual Total	$86,000	$184,000
Total:	**$106,200**	**$184,000**
Total Project Cost:	**$290,200**	
Percentage Match:	**36.6%**	**63.4%**

EXHIBIT 1:
PROJECT LOCATION AND WATERSHED CHARACTERISTICS

Geographic Location: Pensacola, Escambia County
Impacted Watershed Name: Pensacola, Perdido
Size of Project Impact: 465,526 acres;
Size of Area Being Treated: 465,526 acres
Latitude: 30.465103; **Longitude:** -87.261179
Hydrologic Unit Code: 03140106 (Perdido River), 03140107 (Perdido Bay), 03140105 (Pensacola Bay), 03140305 (Escambia River).
WBID: 10F, 149, 4, 462B, 489, 542, 548A, 548AA, 548AC, 548B, 548BB, 548C, 548F, 548FB, 639, 676, 697, 738, 738AB, 8001C, 846, 846C, 846CB, 846DA, 872B, 915.
Impaired waterbody affected: Multiple, see WBID list.
Impairment: Nutrients, fecal coliform bacteria, dissolved oxygen, biochemical oxygen demand (BOD)
TMDL Status: Multiple adopted (for nutrients, fecal coliform bacteria, dissolved oxygen, BOD)
BMAP Status: Basin Management Action Plan (BMAP) Adopted = Bayou Chico BMAP; Pensacola Bay Watershed Management Plan; Pensacola Bay SWIM Plan
Land ownership status: Land necessary for construction has been acquired. Title is held by Escambia County
Land Uses within the area being treated:

Land Use	Acres	%
Residential Low Density (1100)	19,554	4.2
Residential Medium Density (1200)	32,549	7.0
Residential High Density (1300)	13,862	3.0
Commercial and Services (1400)	9,400	2.0
Industrial (1500)	1,461	0.3
Extractive (1600)	955	0.2
Institutional (1700)	5,386	1.2
Recreational (1800)	4,213	0.9
Open Land (1900)	1,407	0.3
Agriculture (2000)	46,756	10.0
Upland Non-Forested (3000)	19,483	4.2
Upland Forests (4000)	156,319	33.6
Water (5000)	49,697	10.7
Wetlands (6000)	91,719	19.7
Barren Land (7000)	947	0.2
Transportation, Communication, and Utilities (8000)	11,818	2.5
Land Use Totals (Acreage and %)	**465,526**	**100%**

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No.: _____ Agreement Effective Dates: _____

Grantee: _____ Grantee's Grant Manager: _____

Mailing Address: _____

Payment Request No. _____ Date of Payment Request: _____

Performance Period (*Start date – End date*): _____

Task/Deliverable No(s). _____ Task/Deliverable Amount Requested: $_____

GRANT EXPENDITURES SUMMARY SECTION

_____
[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	$	$	$	$
Overhead/Indirect/G&A Costs	$	$	$	$
Fringe Benefits	$	$	$	$
Indirect Cost	$	$	$	$
Contractual (Subcontractors)	$	$	$	$
Travel (if authorized)	$	$	$	$
Equipment Purchases (if authorized)	$	$	$	$
Rental/Lease of Equipment	$	$	$	$
Other Expenses	$	$	$	$
Land (if authorized)	$	$	$	$
TOTAL AMOUNT	$	$	$	$
TOTAL TASK/DELIVERABLE BUDGET AMOUNT	$		$	
Less Total Cumulative Payment Requests of:	$		$	
TOTAL REMAINING IN TASK	$		$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____ ,

(Print name of Grantee's Grant Manager designated in the Agreement)

on behalf of _____, do hereby certify that:

(Print name of Grantee/Recipient)

- ☑ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☑ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☑ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

DEP AGREEMENT NO.: This is the number on your grant agreement.
AGREEMENT EFFECTIVE DATES: Enter agreement execution date through end date.
GRANTEE: Enter the name of the grantee's agency.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
MAILING ADDRESS: Enter the address that you want the state warrant sent.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
DATE OF PAYMENT REQUEST: This is the date you are submitting the request.
PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the task/deliverable that the request is for (this must be within the timeline shown for the task/deliverable in the Agreement).
TASK/DELIVERABLE NO.: This is the number of the task/deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan).
TASK/DELIVERABLE AMOUNT REQUESTED: This should match the amount on the "*TOTAL TASK/DELIVERABLE BUDGET AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was expended for this task during the period for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the task on the "*TOTAL TASK BUDGET AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the task you are reporting on). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the task you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL TASK BUDGET AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL TASK BUDGET AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN TASK*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category for the task. Put the total of all on the line titled "*TOTALS.*" The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

NOTES:
If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

ATTACHMENT C

OMB CONTROL NO. 2030-0020
APPROVED: 06/30/2014
APPROVAL EXPIRES: 06/30/2017

U.S. ENVIRONMENTAL PROTECTION AGENCY
MBE/WBE UTILIZATION UNDER FEDERAL GRANTS
AND COOPERATIVE AGREEMENTS

FOR COOPERATIVE AGREEMENTS OR OTHER FEDERAL FINANCIAL ASSISTANCE WHERE THE COMBINED TOTAL OF FUNDS BUDGETED FOR PROCURING SUPPLIES, EQUIPMENT, CONSTRUCTION OR SERVICES EXCEED $150,000.

PART 1: PLEASE REVIEW INSTRUCTIONS BEFORE COMPLETING

1A. FEDERAL FISCAL YEAR (Oct 1- Sep 30)	1B. REPORT TYPE
20____	☐ Annual ☐ Last Report (Project completed)

1C: REVISION OF A PRIOR YEAR REPORT? ◯ No ◯ Yes, Year_____

IF YES, BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:

2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE COORDINATOR)	3A. RECIPIENT NAME AND ADDRESS
2B. EPA DBE COORDINATOR Name: Email: Phone: Fax:	**3B. RECIPIENT REPORTING CONTACT** Name: Address: Phone: Email:
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C)	**4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE OR CFDA NUMBER:**
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT EPA Share: $_____ Recipient Share: $_____ ☐ N/A (SRF Recipient)	**5B. If NO procurements and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), CHECK and SKIP to Block No. 7.** (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. Accomplishments, in this context, are procurements made with MBEs and/or WBEs.) ☐

5C. Total Procurements This Reporting Period (Only include amount not reported in any prior reporting period)

Total Procurement Amount $_____

(Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, including MBE/WBE expenditures.)

5D. Were sub-awards issued under this assistance agreement? Yes◯ No◯

Were contracts issued under this assistance agreement? Yes◯ No◯

5E. MBE/WBE Accomplishments This Reporting Period

Actual MBE/WBE Procurement Accomplished (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.)

	Construction	Equipment	Services	Supplies	Total
$MBE:					0.00
$WBE:					0.00

6. COMMENTS: (If no MBE/WBE procurements, please summarize how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.)

7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	TITLE
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	**DATE**

EPA FORM 5700-52A available electronically at http://www.epa.gov/osbp/pdfs/5700_52a.pdf

OMB CONTROL NO. 2030-0020
APPROVED: 06/30/2014
APPROVAL EXPIRES: 06/30/2017

PART II.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD

EPA Financial Assistance Agreement Number: _____

1. Procurement Made By			2. Business Enterprise		3. $ Value of Procurement	4. Date of Procurement MM/DD/YY	5. Type of Product or Service (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Sub-Recipient and/or SRF Loan Recipient	Prime	Minority	Women				

Type of Product or Service Codes:

1 = Construction 2 = Supplies 3 = Services 4 = Equipment

Note: Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year the recipients receive the award, continuing until the project is completed.

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. The reporting requirement reflects the class deviation issued on November 8, 2013, clarified on January 9, 2014 and modified on December 2, 2014. EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction or services exceeds $150,000.This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the $150,000 threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub-awards or loans

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the $150,000 threshold.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds $150,000.

If at the time of award the budgeted funds exceed $150,000 but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to $150,000 and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal year, per the terms and conditions of the financial assistance agreement.

Last reports are due October 30th or 90 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

*A **contract*** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

*A **minority business enterprise*** **(MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority

individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

*A **woman business enterprise** (WBE)* is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact not managed and operated by minorities or females do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

Good Faith Efforts

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

C. Instructions for Part I:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th **(e.g. November 29, 2014 falls within Federal fiscal year 2015)**

1B. Specify report type. Check the annual reporting box. Also indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making.

2A-B. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at http://epa.gov/osbp/dbe_cord.

3A-B. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4A. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients**: In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form.

4B. Refer back to Assistance Agreement document for this information.

5A. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only**: SRF recipients will not enter an amount in 5a. SRF recipients should check the "N/A" box.

5B. Self-explanatory.

5C. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds $150,000. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

***NOTE**: To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

***For SRF recipients only**: In 5c please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

5D. State whether or not sub-awards and/or subcontracts have been issued under the financial assistance agreements by indicating "yes" or "no".

5E. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

6. If there were no MBE/WBE accomplishments this reporting period, please briefly how certified MBEs/WBEs were notified of the opportunities to compete for the procurement dollars entered in Block 5C and why certified MBEs /WBEs were not awarded any procurements during this reporting period.

7. Name and title of official administrator or designated reporting official.

8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this financial assistance agreements during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.

2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**

3. Dollar value of procurement.

4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**

5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc.).

6. Name, address, and telephone number of MBE/WBE firm.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Parts 30, 31, and 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average I hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

ATTACHMENT D

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT E

PROGRESS REPORT FORM

DEP Agreement No.:	G0439		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Reporting Period:			
Project Number and Title:			

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.
NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

<u>The following format should be followed:</u>
Task 1:
Progress for this reporting period:
Identify any delays or problems encountered:

This report is submitted in accordance with the reporting requirements of DEP Agreement No. G0439 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT F

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement)* to the recipient *(which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than $500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at **http://12.46.245.173/cfda/cfda.html.**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/ and the Auditor General's Website at http://www.state.fl.us/audgen.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/fac/

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Environmental Protection Agency	66.460	Nonpoint Source Implementation Grants, Grant Agreement No. C9-99451510-0 ("31910")	$106,200.00	140076
			Total:		

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$106,200.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://12.46.245.173/cfda/cfda.html] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

ATTACHMENT G

Approved by OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year_____ quarter_____ date of last report_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known:* **Congressional District,** *if known:*	**Congressional District,** *if known:*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable:* _____
8. Federal Action Number, *if known:*	**9. Award Amount,** *if known:* $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
(attach Continuation Sheet(s) SF-LLLA, if necessary)	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only:	Authorized for Local Reproduction Standard Form – LLL (Rev 7 – 97)

Form DEP 55-221 (01/01)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. **Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.**

2. **Identify the status of the covered Federal action.**

3. **Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by the reporting entity for this covered Federal action.**

4. **Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.**

5. **If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.**

6. **Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.**

7. **Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.**

8. **Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."**

9. **For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.**

10. (a) **Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.**

    (b) **Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).**

11. **The certifying official shall sign and date the form, print his/her name, title and telephone number.**

According to the Paperwork Reduction Act, as amended, 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 OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT H

OMB Control No. 2030-0020
Approval expires 06/30/2017

United States
ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

LOBBYING AND LITIGATION CERTIFICATION FOR GRANTS AND COOPERATIVE AGREEMENTS*

INSTRUCTIONS:
*At project completion, complete this form pursuant to the 2001 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-377, Section 424 and 2000 Department of Veterans Affairs and Housing and Urban Development, and Independent Appropriations Act, Public Law 106-74, Section 426 and any other subsequent Appropriation Act requirements.

Please mail this form to your EPA Grant Specialist within 90 days of project completion. DO NOT send this information to the Office of Management & Budget.

Assistance Agreement Number(s):

_____

_____

_____

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

_____ _____
Signature of the Chief Executive Officer Date

_____
Print Name

Burden Statement - The annual public reporting and record keeping burden for this collection of information is estimated to average 5 minutes per respondent. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to , a collection of information unless it displays a currently valid OMB control number. The OMB control numbers for EPA's regulations are listed in 40 CFR Part 9 and 48 CFR Chapter 15.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Regulatory Information Division, U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Mail Code 3213A, Washington, DC 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, 725 17th Street. N.W., Washington, DC 20503, Attention: Desk Officer for EPA. Include the EPA ICR number and OMB control number in any correspondence.

ATTACHMENT I
Contract Provisions

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All contracts shall contain a provision requiring compliance with Executive Order (E.O.) 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), 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 shall 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 is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** - Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement** - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.)** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. **Debarment and Suspension (E.O.s 12549 and 12689)** - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. **Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e))** - Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to Section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1368) and Section 1424(e) of the Safe Drinking Water Act (42 U.S.C. 300h-3(e)). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

10. **Compliance with all Federal statutes relating to nondiscrimination** - These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of sex; (b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 795), which prohibits discrimination on the basis of handicaps; (c) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (d) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (e) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (f) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) any other nondiscrimination provisions in the specific statute(s) made; and, (i) the requirements of any other nondiscrimination statute(s) that may apply.

11. **Compliance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646)** that provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. **Compliance with the provisions of the Hatch Act (5 U.S.C. 1501 – 1508 and 7324 – 7328)** that limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. **Compliance, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)** that requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

14. **Compliance with environmental standards which may be prescribed to the following:** (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) notification of violating facilities pursuant to E.O. 11738; (c) protection of wetlands pursuant to E.O. 11990; (d) evaluation of flood hazards in floodplains in accordance with E.O. 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity with Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

15. **Compliance with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.)** related to protecting components or potential components of the national wild and scenic rivers system.

16. **Compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).**

17. **Compliance with P.L. 93-348** regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

18. **Compliance with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.)** pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this Agreement.

19. **Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.)** that prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

20. **Compliance with the mandatory standards and policies relating to energy efficiency** that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21. **Compliance with Geospatial Data Standards** must be met by the Grantee under this Agreement. All geospatial data created must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards can be found at www.fgdc.gov.

22. **Compliance with Nutrient Management Plans for Animal Feeding Operations** is required under this Grant and must have and implement a nutrient management plan that: 1) provides and maintains buffers or equivalent practices; 2) diverts clean water; 3) prevents direct contact of confined animals with waters of the United States; 4) addresses animal mortality; 5) addresses chemical disposal; 6) addresses proper operation and maintenance; 7) addresses record keeping and testing; 8) maintains proper storage capacity; and 9) addresses rate and timing of land application of manure and wastewater.

23. **Compliance with the Drug Free Workplace Act.** The recipient shall 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. § 702) and DoC Implementing regulations published at 43 CFR Part 43, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" published in the Federal Register on November 26, 2003, 68 FR 66534), which require that the recipient take steps to provide a drug-free workplace.

24. **Compliance with the Buy American Act (41 U.S.C. 10a-10c)** By accepting funds under this Agreement, the Grantee agrees to comply with sections 2 through 4 of the Act of March 3, 1933, popularly known as the "Buy American Act." The Grantee should review the provisions of the Act to ensure that expenditures made under this Agreement are in accordance with it. It is the

sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

25. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)** By accepting funds under this Agreement, the Grantee agrees to implement the requirements of (g) of section 106 of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g).

26. **Registrations and Identification Information**, the Grantee agrees to maintain current registration in the Central Contractor Registration (www.ccr.gov) System for Award Management (SAM) at all times during which they have active project funded with these funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

27. **41 USC §4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:** This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017.
(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9865 **County Administrator's Report 9. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Interlocal Cost-Sharing Agreement with ECUA for Corrydale Lift Station 109 Relocation and Jones Swamp Floodplain Restoration Project
From: Chips Kirschenfeld, Division Manager
Organization: Natural Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Corrydale Lift Station 109 Relocation and Jones Swamp Floodplain Restoration Project - J. Taylor "Chips" Kirschenfeld, Interim Director, Department of Natural Resources Management

That the Board take the following action concerning the State of Florida, County of Escambia, Interlocal Cost-Sharing Agreement between Escambia County and the Emerald Coast Utilities Authority (ECUA) for the Corrydale Lift Station 109 Relocation and Jones Swamp Floodplain Restoration Project:

A. Approve the Interlocal Cost-Sharing Agreement between Escambia County and ECUA, in the amount not to exceed $122,000, in National Fish and Wildlife Foundation (NFWF) funds for the Corrydale Lift Station 109 Relocation and Jones Swamp Floodplain Restoration Project; and

B. Authorize the Chairman to execute the Agreement and all related documents as required to implement the project.

NOTES:
* In June 2015, the Board approved Resolution R2015-79 relating to property exchange (2,500 square feet) with ECUA to facilitate the relocation of an existing lift station out of the Jones Swamp Wetland Preserve and to restore approximately 0.75 acres of wetlands.

* In July 2015, the Board accepted over $11 million in Grant funds from NFWF to implement multiple water quality and wildlife habitat projects in the Bayou Chico watershed. One of the projects identified in the Grant earmarks $3 million for floodplain restoration projects. This project represents only a portion of the restoration work under the NFWF Grant.

[Funding: Fund 118, Gulf Restoration Fund, Cost Center 222002, NFWF #45901 Bayou Chico Grant]

BACKGROUND:

This is a joint project with Emerald Coast Utilities Authority (ECUA). In June 2015, the Board approved by resolution (R2015-79) a property exchange (2,500 square feet or approximately 0.06 acres) with ECUA to facilitate the relocation of an existing lift station out of the Jones Swamp Wetland Preserve. The lift station to be relocated is serviced by a dirt fill road. The road extends approximately 500-feet into Jones Swamp across County property through wetlands. Escambia County would like to partner with ECUA to remove the fill road, and restore approximately 0.75 acres of wetlands.

In July 2015, the Board accepted over $11 million in grant funds from the National Fish and Wildlife Foundation (NFWF) to implement multiple water quality and wildlife habitat projects in the Bayou Chico watershed. One of the projects identified in the grant earmarks $3 million for floodplain restoration projects within the Bayou Chico tributaries of Jones Creek and Jackson Creek. The Corrydale Lift Station Relocation and Jones Swamp Floodplain Restoration Project constitutes only a portion of the restoration work to be completed under the NFWF grant.

ECUA will provide the initial payments, and the County will reimburse ECUA through this Interlocal Cost-Sharing Agreement.

BUDGETARY IMPACT:

Fund 118, Gulf Restoration Fund, Cost Center 222002, NFWF #45901 Bayou Chico Grant

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Cost-Sharing Agreement was reviewed and approved as to form and legal sufficiency by Stephen G. West, Senior Assistant County Attorney.

PERSONNEL:

Department of Natural Resources Management staff will implement the terms of the Interlocal Cost-Sharing Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with ECUA and other applicable parties to implement the terms of the Agreement.

Attachments

ECUA CostSharing-CorrydaleLiftStation JonesSwampFloodplainRestoration

---

STATE OF FLORIDA
COUNTY OF ESCAMBIA

INTERLOCAL COST-SHARING AGREEMENT
(Lift Station 109 Relocation and Jones Swamp Wetlands Restoration)

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2016, by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida (hereinafter "County"), and the EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, formed by the Florida Legislature as an independent special district (hereinafter "ECUA") (collectively the "Parties"), is as follows:

W I T N E S S E T H:

WHEREAS, the Board of County Commissioners of Escambia County and ECUA are authorized by Section 163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible;

WHEREAS, ECUA provides wastewater service in certain defined areas in Escambia County, Florida;

WHEREAS, the County maintains various wetlands in portions of Escambia County, Florida;

WHEREAS, the County desires to abandon a road and restore wetlands in Jones Swamp, in Escambia County, Florida;

WHEREAS, ECUA has an existing lift station and access road near the area where the County intends to restore wetlands ("Lift Station 109");

WHEREAS, ECUA has identified a need to replace and upgrade Lift Station 109;

WHEREAS, ECUA and the County have both budgeted funds to conduct their respective projects;

WHEREAS, the Parties recognize that two construction projects being performed in the same geographical area would be less efficient than allowing both projects to complement and enhance the other if they are addressed simultaneously;

WHEREAS, the Parties further recognize that certain economic benefits can be achieved by coordinating the projects rather than designing and constructing them individually;

WHEREAS, ECUA and the County have previously swapped land desired by the other party to benefit their respective projects;

WHEREAS, ECUA has publically advertised the project, received bids, and awarded a contract for construction of the project, included in which was an additive alternate to abandon a road and restore the County's wetlands in Jones Swamp;

WHEREAS, the County believes the bid selected by ECUA to be reasonable; and

WHEREAS, the County has also agreed to reimburse ECUA for the costs associated with the additive alternate for the road abandonment and wetlands restoration;

NOW THEREFORE, in consideration of mutual terms, covenants, and conditions contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Recitals. The above recitals are true and correct, and are incorporated in this Agreement as fully as if set forth herein.

2. Construction Plans. The Parties agree that the road removal and wetlands restoration will be added to ECUA's construction plans as an additive alternate.

3. Cost Sharing. The County shall reimburse ECUA for the costs associated with removing the access road and restoring the wetlands associated therewith as a part of ECUA's project, up to a total reimbursement by the County of $122,000, and that expenditure has been authorized by the County's Board of County Commissioners. That sum includes all engineering costs associated with the road removal and wetlands restoration such as plan preparation, coordination, permitting, and construction inspection. The County shall reimburse ECUA within thirty (30) calendar days of receipt of an invoice for any work completed.

4. Change Orders. The Parties acknowledge that there may be change orders requiring cost adjustments in the event certain unforeseen conditions or changes arise. In the event any change order impacts the road removal or wetlands restoration portions of the project, ECUA shall coordinate the processing of that portion of the change order with the County. However, in the event that a change order results in a total contribution by the County in excess of $122,000, any expenditure in excess of that amount must be authorized by subsequent action by the County's Board of County Commissioners.

5. Notice and Contact:

a. All notices provided under or pursuant to this Agreement shall be in writing, either by hand, or mail, to the representatives named below, at the address below:

b. Name and contact information of the County's project manager:

Brent Wipf
Environmental Programs Manager
3363 West Park Place
Pensacola, Florida 32505
Telephone: (850) 595-3445

c. Name and contact information of ECUA's project manager:

Cory Snyder
9255 Sturdevant St
Pensacola, FL 32514
Telephone: (850) 969- 6678

d. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, address, and telephone number of the new representative will be provided as outlined in paragraph 5a, above.

6. Plan Review and Inspection. Both Parties shall have the right to review all plans and design documentation. Both Parties shall be in agreement prior to acceptance and sign-off of any work associated with the road removal and wetlands restoration.

7. Documentation of Work. ECUA agrees to fully document completion of all said work associated with this project, in writing, by ensuring copies are provided to the County of all meeting notes, plans, design documentation, and such other documentation as reasonably required by either Party.

8. Ownership and Maintenance. The County agrees that it will maintain the wetlands which are restored as a result of the work under this Agreement. All lift station improvements resulting from the work under this Agreement shall remain the property of ECUA.

9. Liability. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law. Furthermore, nothing in this Agreement nor any act of the Parties shall be deemed or construed by the Parties hereto or by any third party to create a relationship of principal and agent, joint venture, business affiliation, or of any association whatsoever between ECUA and the County.

10. Term of Agreement. This Agreement shall terminate upon the completion of the work contemplated under this Agreement and the County's having reimbursed ECUA for all

costs for which it is responsible under paragraphs 3 and 4 of this Agreement, above, barring any warranty issues.

11. Termination. This Agreement may be terminated by either Party for cause, and only after the Party seeking termination has notified the other Party of the alleged default on the contract and has provided the defaulting Party a reasonable opportunity to cure, which shall be no less than thirty (30) days' time.

12. 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 shall give the first party written notice of the alleged violation of Chapter 119 and seven (7) calendar days to cure the alleged violation. If the alleged violation has not been cured at the end of that time period, then the first Party may terminate this Agreement for cause.

13. Effective Date. This Agreement shall become binding on the Parties and 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.

14. Choice of Law; Venue. This Agreement and the interpretation and performance thereof shall be governed by the laws of the State of Florida, and any action arising out of or related to this Agreement shall be brought only in a court of appropriate jurisdiction in Escambia County, Florida.

15. Interpretation. Headings used throughout this Agreement are for the purpose of convenience only, and no heading shall modify or be used to interpret the text of any paragraph. This Agreement shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted or prepared any or all of the terms and provisions of this Agreement.

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 of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

17. No Waiver. The failure of a Party to insist upon the strict performance of the terms and conditions of this Agreement shall not constitute or be construed as a waiver or

relinquishment of any other provision or of either Party's right thereafter to enforce the same provision in accordance with this Agreement.

18. Amendment. This Agreement may be amended only by a written agreement signed by an authorized representative of each Party.

19. Authority to Contract. Each individual executing this Agreement on behalf of a Party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with applicable law, and that this Agreement is binding upon said entities in accordance with its terms.

20. Annual Appropriation: Nothing contained herein shall be deemed to authorize or compel, directly or indirectly, the exercise of the ad valorem taxing power of the County or any other political subdivision of the State of Florida or taxation in any form on any real or personal property for the payment of any amounts contemplated by or as provided in this Agreement; moreover, the Parties acknowledge that ECUA has no taxing power. Furthermore, pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the Parties' performance and obligations to fund this Agreement shall be contingent upon annual appropriations by the Parties' respective governing boards.

IN WITNESS WHEREOF, the Parties have executed this Agreement, by and through their duly undersigned representatives, as of the date and year first written above.

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic formed by the Florida Legislature as an independent special district.

By: _____
Stephen E. Sorrell, P.E., M.P.A.
Executive Director

Date: 2-1-2016

EMERALD COAST UTILITIES AUTHORITY SEAL 1981 FLORIDA

ATTEST:

By: _____
Linda G. Iversen
Executive Assistant
to the Board

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

By:_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date:_____

BCC APPROVED:_____

By:_____
Deputy Clerk

(SEAL)

This document approved as a form and legal sufficiency.

By: _____
Title: Asst. County Attorney
Date: Feb. 11, 2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9839 **County Administrator's Report 9. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Contract Award for Real Estate Brokerage Services
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Real Estate Brokerage Services - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the Chairman to sign the Agreement between Escambia County, Florida, and The Griffing Company, d/b/a NAI Halford, per the terms and conditions of PD 15-16.008, Real Estate Brokerage Services and the provided Agreement.

[Funding: Funds to be budgeted on a project basis as required]

BACKGROUND:

The Request for Proposals was advertised in the Pensacola News Journal on Monday, October 26, 2015. Six proposals were received on Tuesday, November 24, 2015. Tuesday, December 8, 2016 the Selection/Negotiation Committee met to short-list the six firms that submitted. The firms short-listed were Beck Partners Holdings, LLC, Gunther Properties, LLC, The Griffing Company, d/b/a NAI Halford and Sperry Van Ness. Discussions were held with Beck Partners Holdings, LLC, Gunther Properties, LLC, The Griffing Company (dba NAI Halford) on Monday, December 21, 2016. Due to a miscommunication, discussions with Sperry Van Ness were rescheduled for Monday, January 4, 2016. Following the final presentation, Final and Best Offers were requested from The Griffing Company, d/b/a NAI Halford and Sperry Van Ness. On Wednesday, January 6, 2016 the committee selected The Griffing Company, d/b/a NAI Halford based on lowest fees offered.

BUDGETARY IMPACT:

Funds to be budgeted on a project basis as required

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Stephen West, Assistant County Attorney

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The Request for Proposals was advertised in the Pensacola News Journal on Monday, October 26, 2015. Six proposals were received on Tuesday, November 24, 2015. Tuesday, December 8, 2016 the Selection/Negotiation Committee met to short-list the six firms that submitted. The firms short-listed were Beck Partners Holdings, LLC, Gunther Properties, LLC, The Griffing Company, d/b/a NAI Halford and Sperry Van Ness. Discussions were held with Beck Partners Holdings, LLC, Gunther Properties, LLC, The Griffing Company (dba NAI Halford) on Monday, December 21, 2016. Due to a miscommunication, discussions with Sperry Van Ness were rescheduled for Monday, January 4, 2016. Following the final presentation, Final and Best Offers were requested from The Griffing Company, d/b/a NAI Halford and Sperry Van Ness. On Wednesday, January 6, 2016 the committee selected The Griffing Company, d/b/a NAI Halford based on lowest fees offered.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's prepared agreement and Purchase Order.

Attachments

Agreement

Register

AGREEMENT FOR REAL ESTATE BROKERAGE SERVICES PD 15-16.008

This is an Agreement is made this ____ day of _____, 2016, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), with administrative offices located at 221 South Palafox Street, Pensacola, Florida 32502, and The Griffing Company, d/b/a NAI Halford, a for-profit corporation, authorized to do business in the State of Florida (hereinafter referred to as "Contractor"), with a Federal Employer Identification Number of 59-2406247 and whose principal address is 24 West Chase Street, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, Contractor is a firm with expertise in the area of professional real estate brokerage services; and

WHEREAS, the County is in need of a Contractor to provide such services to acquire and/or dispose of certain designated properties in Escambia County.

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. 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 and continue for a term of one (1) year. This Agreement may be renewed for two (2) successive 12 month periods upon mutual consent of the parties. In no event shall the agreement extend beyond three (3) years in duration after exercising all options for renewal.

3. Scope of Services. Contractor agrees to provide real estate brokerage services including, but not limited to, the scope of services outlined in Escambia County's RFP Specification PD 15-16.008, attached hereto as Composite 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. Nothing in this Agreement shall be construed to require the County to use the real estate brokerage services contemplated herein for any property except as specifically authorized by the Board of County Commissioners and nothing in this Agreement shall be construed to preclude the County from entering into similar agreements with other contractors providing real estate brokerage services.

4. Compensation and Method of Payment. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, Contractor shall receive compensation in the form of a commission as set forth in the attached Exhibit "B", which shall only be paid at and upon closing of the sale or purchase.

5. Work Orders. The County shall assign tasks to the Contractor in writing utilizing work orders. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the work order. Provided, however, that prior to issuance of any work order for the services contemplated in this Agreement, the property to be sold or purchased using the real estate brokerage services provided by the Contractor must be specifically identified and authorized by the Board of County Commissioners at a duly notice public meeting together with approval of any associated listing agreements, contracts, or other documents.

6. Termination. This Agreement may be terminated by either party for cause, or by the County for convenience, upon providing thirty (30) days written notice to the other party. In the event of such termination, the County shall be liable for the payment of any services properly performed prior to the effective date of termination.

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

In no event shall 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 Contractor abandons this Agreement or causes it to be terminated by County, the Contractor shall indemnify the County against any loss related to the termination.

7. 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 that 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.

8. Insurance. The Contractor is required to carry the following insurance:

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

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

(c) Professional Liability or Malpractice or Errors or Omissions with minimum limits of $1,000,000 per occurrence.

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

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

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9. 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:

CONTRACTOR
The Griffing Company
d/b/a NAI Halford
24 Chase Street
Pensacola, Florida 32502

COUNTY
Escambia County, Florida
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

The Griffing Company
d/b/a NAI Halford
P.O. Drawer 12684
Pensacola, FL 32591

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.

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 shall be in the County of Escambia.

11. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract of the Contractor.

12. 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.

13. 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.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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 _____, 2016, and The Griffing Company, d/b/a NAI Halford, signing by and through its President, duly authorized to execute same.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Date: _____

_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Feb. 10 2016

BCC Approved:_____

CONTRACTOR:
The Griffing Company, d/b/a NAI Halford

By: _____
John A. Griffing, Its President

ATTEST:

By:_____
Corporate Secretary

(SEAL)

Exhibit A

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

Real Estate Brokerage Services

SPECIFICATION NUMBER PD 15-16.008

PROPOSALS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Tuesday, November 24, 2015

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

Board of County Commissioners

Grover C. Robinson IV, Chairman
Doug Underhill, Vice Chairman
Lumon J. May
Wilson B. Robertson
Steven Barry

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Procurement Assistance:
Paul Nobles, CPPO, CPPB Purchasing Coordinator
Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4918
F: 850.595.4805
e-mail: paul_nobles@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
Real Estate Brokerage Services
SPECIFICATION PD 15-16.008

HOW TO SUBMIT YOUR PROPOSAL:

- Please Review This Document Carefully. Offers That Are Accepted By The County Are Binding Contracts. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** All Documents And Submittals Shall Be Received By The Office Of Purchasing On Or Before Date And Hour For Specified For Receipt. Late Proposals Will Be Returned Unopened.

  **** Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents***

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- **One (1) bound original** and **One (1) CD or flash drive containing the entire proposal.** The following documents shall be included with the proposal:
  - Proposal Form
    - Tab 1 Title Page
    - Tab 2 Table of Contents
    - Tab 3 Letter of Transmittal
    - Tab 4 Company History
    - Tab 5 Qualification
    - Tab 6 Scope Response
    - Tab 7 Approach to Project
    - Tab 8 References and Past History
    - Tab 9 Statement of Litigation
    - Tab 10 Cost Proposal
    - Tab 11 Sample Agreement
    - Tab 12 Standard Documents
      - Solicitation, Offer and Award Form
      - 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

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- Placed Your Proposal With All Required Submittal Items In A Sealed Envelope Clearly Marked For Specification Number, Project Name, Name Of Proposer, And Due Date And Time Of Proposal Receipt?

HOW TO SUBMIT A NO PROPOSAL:

- If You Do Not Wish To Propose At This Time, Please Remove The Solicitation, Offer And Award Form From The Proposal Solicitation Package And Enter No Proposal In The **"Reason For No Proposal"** Block, Your Company's Name, Address, Signature, And Return The Solicitation, Offer And Award Form In A Sealed Envelope. This Will Ensure Your Company's Active Status In Our Bidder's List.

This Form Is For Your Convenience To Assist In Filling Out Your Proposal Only. Do Not Return With Your Proposal.

REAL ESTATE BROKERAGE SERVICES
PD 15-16.008

TABLE OF CONTENTS
Forms marked with an (* Asterisk) must be returned with Offer.

	Page
Special Terms and Conditions	1
Request for Proposal Uniform Contract Format	3
Summary	4
General Information	4
Information Required From Real Estate Broker	7
Criteria for Selection	8
Scope of Work	8
Insurance Requirements	9
Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes **	11
Information Sheet for Transactions and Conveyances Corporation Identification **	13
Drug Free Workplace Form **	15

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 15-16.008, "Real Estate Brokerage Services ", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

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

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

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Disclosures
1-13 Delays
1-14 Work Plan Control
1-15 Method of Payment

Part II Information Required from Real Estate Broker Proposal Form

- Tab 1 Title Page
- Tab 2 Table of Contents
- Tab 3 Letter of Transmittal
- Tab 4 Company History
- Tab 5 Qualification
- Tab 6 Scope Response
- Tab 7 Approach to Project
- Tab 8 References and Past History
- Tab 9 Statement of Litigation
- Tab 10 Cost Proposal
- Tab 11 Sample Agreement
- Tab 12 Standard Documents
  - Solicitation, Offer and Award Form
  - 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

Part III Criteria for Selection

Part IV Scope of Work

SUMMARY

Escambia County is seeking proposals from qualified real estate firms to provide Escambia County with real estate services. Services will include representing the County in negotiations for acquisition or disposition of property on an as needed basis.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the professional services of a qualified real estate firm to act as the County's agent to acquire and/or dispose of properties.

The County acquires both commercial and residential properties in a variety of methods including, foreclosure, tax escheatment and donations. These properties in many cases must then be surplused and sold. It is the intent of this solicitation to have a professional real estate(s) firm act as the County's agent to sell certain of these properties on an as-needed basis as determined by the County.

The County also has the need to acquire certain designated properties in furtherance of County activities and programs. This real estate firm would also act as the County's agent to acquire these properties also on an as-needed basis.

1-2 ISSUING OFFICER

The project director shall be Amy Lovoy, Assistant County Administrator. The liaison officer shall be Tara Canon, Property Lien Program Coordinator, at (850) 595-4960, the Office of Management and Budget, Property Division. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32591-1591.

1-3 CONTRACT CONSIDERATION

It is expected that the contract shall be in the form of a broker listing agreement after negotiation and shall include all the requirements included in section 46-132 of the Escambia County Code of Ordinances. These will include but not be limited to:

- An exclusive listing for a time certain
- The commission to be paid
- The nature of the advertising of the property
- The legal description of the property
- The applicability of all disclosure laws.
- Such other information or provisions appropriate or standard in the real estate industry provided however, that any protection period is

subject to negotiation.

1-4 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified Real Estate Broker.

1-5 INQUIRIES

Direct all questions and requests for additional information to:

Paul Nobles, CPPO, CPPB, Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place, 2nd Floor
Pensacola, FL 32502
Tel: (850) 595-4918
Fax: (850) 595-4805
E-mail: prnobles@co.escambia.fl.us

Should a Submitter find discrepancies in the proposal documents, or should he be in doubt as to the meaning or intent of any part thereof, he/she must, no later than **seven (7) working days prior to the proposal due date, November 24, 2015**, request clarification in writing from the Office of Purchasing, which may, as required issue a written addendum to the proposal. Requests shall include the RFP name.

1-6 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-7 SCHEDULE

The following schedule is subject to change and will be adhered to in so far as practical in all actions related to this procurement:

A. Mailing date of proposals **Monday, October 26, 2015**

B. Pre-Solicitation Conference (Non-Mandatory) **N/A**

C. Receipt of proposals **Tuesday, November 24, 2015**

D. Review of proposals **Tuesday, December 1, 2015**

E. Board of County Commissioners approval **Thursday, January 7, 2016**

1-8 PROPOSAL CONTENT AND SIGNATURE

One (1) original and one (1) CD or flash drive containing the entire proposal shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-9 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-10 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All real estate brokers shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

1-11 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-12 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-13 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Fees shall be negotiated.

1-15 PRIME CONTRACT RESPONSIBILITIES

The selected Broker shall be required to assume responsibility for all services offered in his proposal. The selected Broker shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

PART II INFORMATION REQUIRED FROM REAL ESTATE BROKER

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

PROPOSAL FORMAT AND CONTENT

Tab 1 Title Page – Real Estate Brokerage Services Specification Number PD 15-16.008

Tab 2 Table of Contents

Tab 3 Letter of Transmittal – A signed letter of transmittal briefly stating vendors understanding of the work to be done.

Tab 4 Company History – Provide a brief history of the firm, including number of years in business.

Tab 5 Qualification – Provide professional credentials, certifications, resumes', licenses and experience of the firm and each of the personnel who will work on this project (include resumes).

Tab 6 Scope Response – Describe your understanding of the Scope of Services and the County's needs and any specialized skills that are available from your firm related to this RFP.

Tab 7 Approach to Project – Provide in detail your firms approach and methodology as it relates to providing Real estate brokerage services to governmental entities. Such other information as the Vendor wishes to include, that is relevant to the delivery of this service.

Tab 8 References and Past History – The vendor should list, at least five (5), similar projects completed in the last five (5) years with other government entities. Indicate the start date of project, scope of work, and name, phone number, fax number and email address of client contact.

Tab 9 Statement of Litigation – Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last five (5) years.

Tab 10 Cost Proposal – Cost will be based on a percentage commission on the transaction per normal Real Estate Commission practices.

Tab 11 Sample Agreement

Tab 12 Standard Documents

- 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

PART III CRITERIA FOR SELECTION

1. Commercial and Residential Experience
2. Ability to Market on a National and International Level
3. Local Presence
4. Cost Proposal or Commission Structure

PART IV SCOPE OF WORK

The selected firm and/or agent shall work closely with staff to sell selected County-owned properties with the stated goal of maximizing the return to the County. The firm and/or agent will be responsible for all marketing and advertising of the selected properties as well as any other initiatives required to sell the property for the highest possible price. Properties to be listed with the selected firm will be exclusively determined by the County, and the Board of County Commissioners will have the final approval of any property sales.

The selected firm and/or agent shall also work closely with staff to assist in acquiring certain properties necessary for certain County projects. These duties could include but not be limited to researching available properties that match particular criteria, making offers to potential sellers, negotiating on behalf of the County. The Board of County Commissioners will have the final approval on the acquisition of any properties.

INDEMNIFICATION AND INSURANCE

A. Indemnification:

The firm shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, zoning or like type issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the negligent performance of this agreement. The firm'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 firm agrees to pay on behalf of Escambia County, as well as provide 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 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.

B. Insurance:

1. Without limiting liability under the contract agreement, the firm shall procure and maintain at its sole expense during the life of the contract, insurance types and in the minimum amounts stated below which show policies with insurers with a secure rating from the most recent edition of A.M. Best Financial Strength Rating Guide. Except for Worker's Compensation and Professional Liability, Escambia County shall be an additional insured under these policies. Required insurance shall be documented in certificates of insurance that reflects Escambia County as certificate holder.

   The firm shall maintain a Commercial General Liability insurance policy with minimum limits of coverage in the amount of One Million Dollars ($1,000,000), per occurrence/aggregate, including coverage parts of bodily injury, personal injury and death, broad form property damage, blanket contractual liability covering the contract, independent contractors, premises/operations, products and completed operations, and fire legal liability.

   The firm shall maintain an Automobile Liability insurance policy with One Million Dollars ($1,000,000); minimum combined single limits per occurrence for bodily injury, property damage, and death, arising out of ownership or use of any vehicles including owned, non-owned and hired vehicles and employee non-ownership use used by the firm.

   The firm shall maintain a Workers' Compensation and Employer's Liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease. The

other party shall also purchase any other coverage's required by law for the benefit of the employees.

If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

2. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the County. Prior to commencing any work under the contract, certificates evidencing the maintenance of said insurance shall be furnished to the County and subject to the approval of the Risk Management Office.

3. The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until 30 days after receipt of written notice by Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator, Office of Purchasing, P.O. Box 1591, Pensacola, Florida 32591-1591.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____
OR produced identification_____

_____
(Type of identification)

_____
Notary Public - State of_____

My commission expires_____

_____
(Printed typed or stamped commissioned name of notary public)

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____ **E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

---

(850) 488-9000 Verified by:_____ Date:_____

(Revised 9/18/09)

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.

_____
Submitter's Signature

_____
Date

Exhibit B

Sales of County Properties (Commercial and Residential)

- For transactions up to $500,000 - Four and one-half percent (4.5%) of the gross amount of the sale;
- For transaction from $500,001 to $999,999 - Four percent (4%) of the gross amount of the sale;
- For transaction from $1,000,000 and above - Three percent (3%) of the gross amount of the sale.

Acting as Agent for the County in the Purchase of Properties (Commercial and Residential Property) that are not listed with a broker who shares fees or not otherwise listed for sale on the local multiple listing services

- For transactions up to $500,000 - Two and one-quarter percent (2.25%) of the gross amount of the sale;
- For transaction from $500,001 to $999,999 - Two percent (2%) of the gross amount of the sale;
- For transaction from $1,000,000 and above - One and one-half percent (1.5%) of the gross amount of the sale.

REGISTER OF PROPOSALS

Solicitation #PD 15-16.008– Real Estate Brokerage Services

RFP due Date & Time: Tuesday, November 24, 2015 @ 3:00 p.m. CST

COMPANY NAME	PHONE NUMBER	FAX NUMBER	CONTACT PERSON
Beck Partners 151 W. Main Street, Suite 200 Pensacola, FL 32502	(850) 477-7044	(850) 479-8736	Justin Beck, President jbeck@teambeck.com
Gunther Properties 213 South Baylen Street Pensacola, FL 32502	(850) 433-0666	(850) 470-6397	Fred Gunther, CCIM, Manager fred@guntherproperties.com
Higgenbotham Auctioneers International, LTD., Inc 3816 Industry Blvd Lakeland, FL 33811	(863) 644-6681 (800) 257-4161	(863) 644-6684	Martin E. Higgenbotham, President marty@higgenbotham.com
NAI Halford (dba The Griffing Company) 24 W Chase Street, Suite 100 Pensacola, FL 32502	(850) 433-0577	(850) 433-5042	John A. Griffing, President JGriffing@NAIHalford.com
Scoggins III Inc., 124 E Wright Street Suites B & C Pensacola, FL 32502	(850) 434-7777	(850) 434-7780	Daniel A. Zimmern, Agent dannyzuf@aol.com
Sperry Van Ness 120 East Main Street, Suite D Pensacola, FL 32502	(850) 434-7500	(850) 438-4148	Michael Carro, President mcarro@svn.com

SUBMITTALS RECEIVED BY: Paul Nobles, CPPO, CPPB, Purchasing Coordinator DATE: November 25, 2015

SUBMITTALS NOTED BY: Cynthia Smith, Records Liaison Officer DATE: November 25, 2015

Notice sent via e-mail Wednesday, November 25, 2015

PRN/crs

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9853 **County Administrator's Report 9. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Contract Extension for Escambia County Florida Parks and Recreation Grounds Mowing and Trimming for Athletic Parks
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Extension of Agreement Relating to Escambia County, Florida, Parks and Recreations Grounds Mowing and Trimming for Athletic Parks - Claudia Simmons, Manager, Office of Purchasing

That the Board approve a 12-month extension, retroactive to February 6, 2016, to the Agreement Relating to Grounds Mowing and Trimming for Athletic Parks, PD 13-14.008, Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming for Zones 1, 2, 3, 4, 5, and 6, to the following contractors:

A. Agreement for Zone 1 to Greenworks Groundskeeping & Landscaping Services, Inc., in the amount of $39,000;
B. Agreement for Zone 2 to Northwest Florida Landscaping, Inc., in the amount of $45,000;
C. Agreement for Zone 3 to Gulf Coast Environmental Contractors, Inc., in the amount of $48,600;
D. Agreement for Zone 4 to Rhett James Landscaping, Inc., in the amount of $72,490;
E. Agreement for Zone 5 to Emerald Coast Grass Company, LLC, in the amount of $67,000; and
F. Agreement for Zone 6 to Wallace Sprinkler & Supply, Inc., in the amount of $75,400.

PD 13-14.008 is a Unit Price Contract based on a fixed cost per mow and the estimated annual expenditures are listed above.

[Funding: Fund 352, Local Option Sales Tax III, Cost Center 350229, Object Code 53401, Project Number 08PR0078]

BACKGROUND:

Meeting in regular session on February 6, 2014, the Board approved Contract PD 13-14.008 for the Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming for Athletic Parks. The Escambia County Parks and Recreation Department has assumed some of the mowing and trimming responsibilities for a total of 16 athletic parks, to abate the costs of maintenance for athletic associations at County parks.

The logistics of mowing and trimming during a short playing season, combined with the distances between parks, and the playing schedules make it impossible for one contractor to meet the needs of all the parks in a cost-efficient and responsive manner, so the Parks and Recreation Department divided the 16 parks into six zones, with each zone containing at least two parks of similar size, located within a reasonable distance of each other.

On February 19, 2015 the Board approved the first 12-month extension to the original contract through February 6, 2016.
Staff requests the Board approve this second extension of PD 13-14.008 through February 6, 2017.

BUDGETARY IMPACT:

Funding: Fund 352, Local Option Sales Tax III, Cost Center 350229, Object Code 53401, Project Number 08PR0078

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with Escambia County Code of Ordinance, Chapter 46, Article II, Purchases and Contracts.

An Invitation to Bid, PD13-14.008, for the Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming for Athletic Parks Contract was advertised in the Pensacola News Journal on November 18, 2013. Mandatory pre-bid meetings were held on December 10 and 11, 2013. Bids were received and contracts were let to the low bidder for each zone separately.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Board Action

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-10. Approval of Various Consent Agenda Items – Continued

10. Taking the following action concerning the conveyance of a Distribution Right-of-Way Easement on 4-H property to Escambia River Electric Cooperative, Inc.:

A. Granting the Distribution Right-of-Way Easement to Escambia River Electric Cooperative, Inc., to provide electrical power for the 4-H property located on Chalker Road; and

B. Authorizing the Chairman to sign the Easement document and any other documents, subject to Legal review and sign-off, associated with the granting of the Distribution Right-of-Way Easement to Escambia River Electric Cooperative, Inc.

II. BUDGET/FINANCE CONSENT AGENDA

1-23. Approval of Various Consent Agenda Items

Motion made by Commissioner Underhill, seconded by Commissioner May, and carried 4-0, with Commissioner Robertson having left the meeting, approving Consent Agenda Items 1 through 23, as follows, with the exception of Item 14, which was held for a separate vote, as amended to drop Items 5 and 23 *(Item 24 was held for a separate vote [See Page 41])*:

1. Taking the following action concerning the Florida Department of Health, Bureau of Emergency Medical Services (EMS), EMS Matching Grant Application for 2015/2016, in the amount of $32,700, with a 25% County match, for the purpose of providing personal protective equipment to each Escambia County Emergency Specialist (Funding Source: Fund 408, Emergency Medical Service, Cost Center 330302, EMS Operations, Account Code 55201, Operating Supplies):

A. Approving the EMS Matching Grant Application; and

B. Authorizing the Chairman to sign the Grant Application and all related documents.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

20. Awarding an extension to the Indefinite Quantity, Indefinite Delivery Contract, PD 13-14.006, Roadway Materials Pricing Agreement, to McDirt Industries, Inc.; Roads, Inc., of NWF; Panhandle Grading & Paving, Inc.; and Midsouth Paving, Inc., based on the pricing provided, for a term of 12 months, effective February 6, 2015 (Funding: Fund 352, Local Option Sales Tax III, Cost Center 210107, Object Code 56301, Various Projects – $850,000; Fund 112, Disaster Recovery Fund, Cost Centers 330490-339495, Object Code 54612/56301 – $500,000; Fund 181, Master Drainage Basins, Cost Centers 210719-210736, Object Code 56301 – $50,000; Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 55301 – $300,000; Fund 401, Solid Waste Management Fund, Cost Center 230306 [Recycling], Object Code 55301 – $50,000; Fund 401, Solid Waste Management Fund, Cost Center 230309 [Closed Landfills], Object Code 55301 – $50,000; Fund 401, Solid Waste Management Fund, Cost Center 230314 [Operations], Object Code 55301 – $200,000; Fund 401, Solid Waste Management Fund, Cost Center 230315 [Projects], Object Code 55301 – $500,000).

21. Approving a 12-month extension, beginning February 6, 2015, to the Agreement Relating to Grounds Mowing and Trimming for Athletic Parks, PD 13-14.008, Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming for Zones 1, 2, 3, 4, 5, and 6, to the following contractors (Funding: Fund 352, Local Option Sales Tax III, Cost Center 350229, Object Code 53401, Project Number 08PR0078, Contract Contractor Annual Expenditure):

    A. Agreement for Zone 1 to Greenworks Groundskeeping & Landscaping Services, Inc., in the amount of $39,000;

    B. Agreement for Zone 2 to Northwest Florida Landscaping, Inc., in the amount of $45,000;

    C. Agreement for Zone 3 to Gulf Coast Environmental Contractors, Inc., in the amount of $48,600;

    D. Agreement for Zone 4 to Rhett James Landscaping, Inc., in the amount of $72,490;

(Continued on Page 39)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-23. Approval of Various Consent Agenda Items – Continued

21. Continued...

E. Agreement for Zone 5 to Emerald Coast Grass Company, Inc., in the amount of $67,000; and

F. Agreement for Zone 6 to Wallace Sprinkler & Supply, Inc., in the amount of $57,200 $75,400 (the Agreement for Zone 6 is being increased by $18,200 to add the new extended fields and surrounding common areas).

PD 13-14.008 is a Unit Price Contract based on a fixed cost per mow, and the estimated annual expenditures are listed above.

22. Adopting the proposed fee Resolution *(R2015-20)* adding certain inspection fees for Development Services for site inspections required by mineral resource extraction activities at borrow pits located within Escambia County.

23. Dropping the recommendation that the Board approve the Agreement for the Healthcare Broker/Consulting Services between Escambia County and Aon Consulting, Inc., d/b/a Aon Hewitt, per the terms and conditions of PD 14-15.020, Health Care Broker Consultants, for a term of 12 months with 2 options for additional 12-month terms, in the estimated annual amounts, with the liability cap of $500,000, as follows (Funding: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501):

Year 1: $90,000
Year 2: $50,000
Year 3: $50,000

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

1-9. Approval of Various Consent Agenda Items – Continued

8. Taking the following action concerning appointments to the Board of Adjustment and the Santa Rosa Island Authority:

   A. Confirming the appointment of Frederick J. Gant to the Escambia County Board of Adjustment to serve as Commissioner Lumon J. May's appointee, replacing Jerome Ellis Watson, who resigned; the term of the appointment will be effective February 6, 2014, and will run concurrently with Commissioner May's term of office (November 2016), or at his discretion; and

   B. Confirming the appointment of Jerome Ellis Watson to the Santa Rosa Island Authority to serve as Commissioner Lumon J. May's appointee, replacing Frederick J. Gant, who resigned; the term of the appointment will be effective February 6, 2014, and will run concurrently with Commissioner May's term of office (November 2016), or at his discretion.

9. Approving Boston Mutual Life Insurance Company as a voluntary vendor to sell Whole Life Insurance Policies to our *(Board of County Commissioners')* employees.

II. BUDGET/FINANCE CONSENT AGENDA

1-17. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Robertson, and carried unanimously, approving Consent Agenda Items 1 through 17, as follows:

1. Adopting the Resolution *(R2014-11)* authorizing the write-off of $996,798.91 in accounts receivable that have been recorded in the Emergency Medical Service Fund of Escambia County and have been determined to be uncollectible bad debts.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

9. Approving the purchase of one Caterpillar 336EL Hybrid Hydraulic Excavator from Thompson Tractor Company, for the amount of $319,884, per the terms and conditions of Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson/National IPA Contract - RFP#120377; in compliance with the Local Preference Initiative, this equipment purchase was posted on the County website for 30 days; no proposals were received (Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401).

10. Awarding the *Agreement Relating to Grounds Mowing and Trimming for Athletic Parks PD 13-14.008*, Escambia County, Florida, Parks and Recreation Grounds Mowing and Trimming, for Zones 1, 2, 3, 4, 5, and 6, to the following Contractors, for a term of 12 months, with option to renew for two additional 12-month extensions; PD 13-14.008 is a Unit Price Contract based on a fixed cost per mow, and the estimated annual expenditures are listed (Funding: Fund 352, Local Option Sales Tax III, Cost Center 350229, Object Code 53401, Project Number 08PR0078, Contract Contractor Annual Expenditure):

A. Agreement for Zone 1 to Greenworks Groundskeeping & Landscaping Services, Inc., in the amount of $39,000;

B. Agreement for Zone 2 to Northwest Florida Landscaping, Inc., in the amount of $45,000;

C. Agreement for Zone 3 to Gulf Coast Environmental Contractors, Inc., in the amount of $48,600;

D. Agreement for Zone 4 to Rhett James Landscaping, Inc., in the amount of $72,490;

E. Agreement for Zone 5 to Emerald Coast Grass Company, LLC, in the amount of $67,000; and

F. Agreement for Zone 6 to Wallace Sprinkler & Supply, Inc., in the amount of $57,200.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-17. Approval of Various Consent Agenda Items – Continued

11. Awarding Contract PD 13-14.014, for the 2251 North Palafox Chiller Replacement, to McNorton Mechanical Contractors, Inc., in the base bid amount of $86,485, plus bid Alternate #1, in the amount of $1,250, for a total contract award of $87,735, and authorizing the County Administrator to execute all related documents and Purchase Orders for Owner Direct Purchases, in the amount of $50,000 or greater (Funding: Fund 001, General Fund, Cost Center 310204, Object Code 56401).

12. Awarding, and authorizing the County Administrator to sign, a Professional Services Contract to Fabre Engineering, Inc., d/b/a Fabre Engineering & Surveying, per the terms and conditions of PD 13-14.005, "Professional Services for Englewood Park & L St Pond," for a base amount of $91,408.85, and optional services of $13,752.25, for a total of $105,161.10 (Funding: Fund 352, "Local Option Sales Tax [LOST] III," Cost Center 350229, Object Code 56301, Project No. 14PR2583 – $36,806.38; Fund 352, "LOST III," Cost Center 210107, Object Code 56301, Project No. 14EN2683 – $68,354.72).

13. Taking the following action concerning the Grant Agreement between Florida Fish and Wildlife Conservation Commission (FWC) and Escambia County (Funding Source: Fund 110, Other Grants and Projects Fund, Cost Center 220338, Oriskany PCB Monitoring; no matching funds are required):

    A. Approving the Grant Agreement between FWC and Escambia County, FWC Agreement No. 13225, for the Ex-Oriskany PCB Artificial Reef Monitoring Project, in the amount not to exceed $91,000, from the date of execution through December 31, 2015;

    B. Ratifying the Chairman's signature, which was required prior to Board action to meet FWC requirements; and

    C. Authorizing the County Administrator to sign any subsequent related documents to implement the Agreement without further Board action.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9824 **County Administrator's Report 9. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Contract Award for Ora Drive Over Bridge Creek Bridge Replacement (Bridge No. 484082)
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Ora Drive Over Bridge Creek Bridge Replacement - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Davis Marine Construction, Inc., per the terms and conditions of PD 15-16.019, Ora Drive Over Bridge Creek Bridge Replacement (Bridge No. 484082) for a lump sum of $645,791.75.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 13EN2188]

BACKGROUND:

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, December 21, 2015 and December 28, 2016. A Mandatory Pre-Solicitation Meeting was held on Tuesday, December 29, 2015. Seven firms were represented at that meeting. Bids were received from two contractors on Wednesday, February 3, 2016. Davis Marine Construction, Inc. is the low bidder.

BUDGETARY IMPACT:

Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Number 13EN2188

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.The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, December 21, 2015 and December 28, 2016. A Mandatory Pre-Solicitation Meeting was held on Tuesday, December 29, 2015. Seven firms were represented at that meeting. Bids were received from two contractors on Wednesday, February 3, 2016. Davis Marine Construction, Inc. is the low bidder.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form D: Road/Drainage.

Attachments

Agreement

Bid Tabulation

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

PD 15-16.019

ORA DRIVE OVER BRIDGE CREEK BRIDGE REPLACEMENT (BRIDGE NO. 484082)

AGREEMENT BETWEEN

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

DAVIS MARINE CONSTRUCTION, INC.

(Revised February 18, 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

TABLE OF CONTENTS

Agreement Declarations		**PAGE**
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	4
Sec. 9	Successors and Assigns	4
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4

Exhibits **PAGE**

Exhibit A/General Terms and Conditions 6

1. Intent of Contract Documents 6
2. Investigation and Utilities 6
3. Schedule 7
4. Progress Payments 7
5. Payments Withheld 8
6. Final Payment 9
7. Submittals and Substitutions 9
8. Daily Reports, As-Builts and Meetings 10
9. Contract Time and Time Extensions 11
10. Changes in the Work 12
11. Claims and Disputes 13
12. Other Work 14
13. Indemnification and Insurance 14
14. Compliance with Laws 16
15. Cleanup and Protections 17
16. Assignment 17
17. Permits, Licenses and Taxes 17
18. Termination for Default 17
19. Termination for Convenience and Right of Suspension 19

Exhibits **PAGE**

20. Completion 19
21. Warranty 20
22. Project Layout and Control 20
23. Tests and Inspections 21
23. Defective Work 22
24. Supervision and Superintendents 23
25. Protection of Work 23
26. Emergencies 23
27. Use of Premises 24
28. Safety 24
29. Project Meetings 25

Exhibit B/Performance and Payment Bond 26

Performance Bond 26

Payment Bond 29

Exhibit C/Insurance and Safety 32

Exhibit D/Release and Affidavit 42

Exhibit E/Form of Contract Application for Payment 44

Exhibit F/Construction Change Order 45

Exhibit G/Payment Adjustment – Bituminous Materials

Exhibit H/ Technical Specifications

Exhibit I/ Drawings and Plans

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND DAVIS MARINE CONSTRUCTION, INC. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with **Davis Marine Construction, Inc.** a Florida corporation for profit, to perform all work ("Work") in connection with **PD 15-16.019; Ora Drive over Bridge Creek Bridge Replacement (Bridge No. 484082)** 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:

Six Hundred Forty-Five Thousand, Seven Hundred Ninety-One Dollars and Seventy-Five Cents

$645,791.75

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 Fifty (150)** 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 Eighty (180) calendar days** (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$1000** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County’s Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a “punch

list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering
3363 West Park Place
Pensacola, FL 32502
Attention: Elizabeth Bush, Construction Manager

B. All correspondence with the Contractor will be addressed to the following:

Davis Marine Construction, Inc.
8160 Ashland Avenue
Pensacola, FL 32534
Attn: Thomas H. Davis, Jr., 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 Davis Marine Construction, Inc. signing by and through its President, duly authorized to execute same.

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

Witness: _____

By: _____

Jack R. Brown, County Administrator

Witness: _____

Date: _____

CONTRACTOR:
Davis Marine Construction, Inc. a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: March 3, 2016

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 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 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 there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work

which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any,

seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent

determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal 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 possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner

that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in Exhibit C of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ 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: _____

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 Nobles, CPPO, CPPB, FCN, FCCM, FCPM,
   Senior Purchasing Coordinator
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

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

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

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA,"

as are deemed necessary by the Contractor and project manager.

(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
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Ora Drive over Bridge Creek Bridge Replacement (Bridge No. 484082) BID # PD 15-16.019**								
Bid Opening Time: 2:00 pm CST Bid Opening Date: 02/03/2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Chavers Construction, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$890,856
Davis Marine Construction, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$645,791.75
BIDS OPENED BY:	Paul Nobles, CPPO, CPPB, FCN, FCPM, FCCM, Senior Project Coordinator DATE: 02/03/2016								
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate DATE: 02/03/2016								
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate DATE: 02/03/2016								

CAR **BOCC**
DATE 03/03/2016 **DATE 03/03/2016**

The Purchasing Chief/Designee recommends to the BCC: To award a contract to Davis Marine Construction, Inc. in the amount of $645,791.75

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

Notes: _____

Posted @ 4:15p.m. CST on 02/03/2016 PRN/abh

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9840 **County Administrator's Report 9. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Contract Award for Juvenile Justice Restroom Addition and Renovations
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Juvenile Justice Restroom Addition and Renovations - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Total Construction of Northwest Florida, Inc., per the terms and conditions of PD 15-16.022, Juvenile Justice Restroom Addition and Renovations, for a lump sum of $58,372.91.

[Funding: Fund 001, General Fund, Cost Center 210607, Object Code 56201]

BACKGROUND:

On June 21, 2007 the Board of County Commissioners approved a lease agreement with the State of Florida, Department of Juvenile Justice, Division of Detention Services for leasing 30,355 square feet of space in the Theodore Bruno Building, 1800 St. Mary Street, Pensacola, FL. The lease includes a square foot cost for the base rent; insurance excluding contents; interior & exterior maintenance, pest control, and custodial services. Also included in this square foot cost are funds set aside for State requested capital improvements to the leased premises.

Section VI.2 of the lease states that the Lessee shall have the right to make any alteration in and to the premises during the term of the lease after first having obtained the written consent of the Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

The Department of Juvenile Justice has requested a capital improvement project to construct two new public restrooms with minor modifications to two existing staff restrooms and the public's waiting area. The project was advertised on January 11, 2016 and nine sealed bids were received on February 11, 2016. The most reasonable and responsive bid was submitted by Total Construction of Northwest Florida, Inc. in the

amount of $58,372.91.

This project is being funding by the State of Florida, Department of Juvenile Justice, Division of Detention Services.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, January 11, 2016. A Non-Mandatory Pre-Solicitation Meeting was held on Wednesday, January 20, 2016. Fifteen firms were represented at that meeting. Bids were received from nine firms on February 11, 2016.

BUDGETARY IMPACT:

Funding: Fund 001, General Fund, Cost Center 210607, Object Code 56201

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form A: Construction - A/E Designed

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

On June 21, 2007 the Board of County Commissioners approved a lease agreement with the State of Florida, Department of Juvenile Justice, Division of Detention Services for leasing 30,355 square feet of space in the Theodore Bruno Building, 1800 St. Mary Street, Pensacola, FL. The lease includes a square foot cost for the base rent; insurance excluding contents; interior & exterior maintenance, pest control, and custodial services. Also included in this square foot cost are funds set aside for State requested capital improvements to the leased premises.

Section VI.2 of the lease states that the Lessee shall have the right to make any alteration in and to the premises during the term of the lease after first having obtained the written consent of the Lessor. Lessor shall not unreasonably withhold the consent to any such alterations.

The Department of Juvenile Justice has requested a capital improvement project to construct two new public restrooms with minor modifications to two existing staff restrooms and the public’s waiting area. The project was advertised on January 11, 2016 and nine sealed bids were received on February 11, 2016. The most reasonable and responsive bid was submitted by Total Construction of Northwest Florida, Inc. in the amount of $58,372.91.

This project is being funding by the State of Florida, Department of Juvenile Justice, Division of Detention Services.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, January 11, 2016. A Non-Mandatory Pre-Solicitation Meeting was held on Wednesday, January 20, 2016. Fifteen firms were represented at that meeting. Bids were received from nine firms on February 11, 2016.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form A: Construction - A/E Designed and Purchase Order.

Attachments

Agreement

Bid Tabulation

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
ESCAMBIA COUNTY, FLORIDA

AND

TOTAL CONSTRUCTION OF NORTHWEST FLORIDA, INC.

FOR

PD 15-16.022, JUVENILE JUSTICE RESTROOM ADDITION AND RENOVATIONS

FORM A: Construction- A/E Designed

(Revised July 11, 2013)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM A

TABLE OF CONTENTS

Agreement Declarations		**PAGE**
Sec. 1	Contract Documents	1
Sec. 2	Scope of Work	1
Sec. 3	Contract Amount	1
Sec. 4	Bonds	2
Sec. 5	Contract Time and Liquidated Damages	2
Sec. 6	Exhibits Incorporated	3
Sec. 7	Notices	3
Sec. 8	Modification	4
Sec. 9	Successors and Assigns	4
Sec. 10	Governing Law	4
Sec. 11	No Waiver	4
Sec. 12	Entire Agreement	4
Sec. 13	Severability	4

Exhibits **PAGE**

Exhibit A/General Terms and Conditions 6

1. Intent of Contract Documents 6
2. Investigation and Utilities 6
3. Schedule 7
4. Progress Payments 7
5. Payments Withheld 9
6. Final Payment 9
7. Submittals and Substitutions 10
8. Daily Reports, As-Builts and Meetings 11
9. Contract Time and Time Extensions 12
10. Changes in the Work 13
11. Claims and Disputes 13
12. Other Work 14
13. Indemnification and Insurance 14
14. Compliance with Laws 16
15. Cleanup and Protections 17
16. Assignment 17
17. Permits, Licenses and Taxes 17
18. Termination for Default 17
19. Termination for Convenience and Right of Suspension 19

Exhibits		**PAGE**
20.	Completion	19
21.	Warranty	20
22.	Tests and Inspections	20
23.	Defective Work	21
24.	Supervision and Superintendents	23
25.	Protection of Work	23
26.	Emergencies	23
27.	Use of Premises	23
28.	Safety	24
29.	Project Meetings	24

Exhibit B/Performance and Payment Bond 25

Performance Bond 25

Payment Bond 28

Exhibit C/Insurance and Safety 31

Exhibit D/Release and Affidavit 40

Exhibit E/Form of Contract Application for Payment 42

Exhibit F/Construction Change Order 43

Exhibit G/Owner Direct Purchases- FORM OF0205 (if applicable)

Exhibit H/Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows:

A000 Title Sheet
A100 Floor Plans / Sections
A200 Walls, Doors & Millwork
A200X Roof Vent Detail
P001 Plumbing Legend
P101 Domestic Water Plan
P102 Plumbing Plan
P201 Plumbing Legend
M001 Mechanical Legend
M101 Mechanical Plan
M201 Mechanical Details
E101 Electrical Plan

Exhibit I/Technical Specifications

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND TOTAL CONSTRUCTION OF NORTHWEST FLORIDA, INC. FOR ARCHITECT/ENGINEER DESIGNED CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA**,** ("County"), hereby contracts with Total Construction of Northwest Florida, Inc. (“Contractor”), a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.022, Juvenile Justice Restroom Addition and Renovations ("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.

In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

Fifty Eight Thousand Three Hundred Seventy Two Dollars and Ninety One Cents

(58,372.91)

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. Per §255.05, Florida Statutes, 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 Ninety (90) 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 Twenty (120) calendar days (herein "Contract Time").

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, **$**150 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 County's 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 Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Owner Direct Purchases- FORM OF0205 (if applicable)
Exhibit H: Working Drawings / Plans prepared by Architect/Engineer and Identified as Follows:
- A000 Title Sheet
- A100 Floor Plans / Sections
- A200 Walls, Doors & Millwork
- A200X Roof Vent Detail
- P001 Plumbing Legend
- P101 Domestic Water Plan
- P102 Plumbing Plan
- P201 Plumbing Legend
- M001 Mechanical Legend
- M101 Mechanical Plan
- M201 Mechanical Details
- E101 Electrical Plan

Exhibit I: Technical Specifications
Exhibit J: Supplemental Terms and Conditions
Exhibit K: Federal Documents (if applicable)
Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Facilities Management
100 East Blount Street
Pensacola, Florida 32501
Attn: George Bush

B. All notices required or made pursuant to this Agreement by County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Total Construction of Northwest Florida, Inc.
6771 North Palafox Street
Pensacola, Florida 32503
Attn: Jason Christiansen

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 Total Construction of Northwest Florida, Inc. signing by and through its President, duly authorized to execute same.

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

Witness: _____ By: _____

Jack R. Brown, County Administrator

Witness: _____ Date: _____

CONTRACTOR:
Total Construction of Northwest Florida, Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____

By: _____ Its: President
Secretary

Date: _____

(Corporate Seal)

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 Architect/Engineer in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Architect/Engineer. 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 Architect/Engineer. 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. "Architect", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Architect 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. 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 and the Architect/Engineer, 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 and Architect/Engineer, 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 and the Architect/Engineer a complete list of all its proposed subcontractors and

materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the 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) original copies of each of its Applications for Payment to the Architect/Engineer on or before the 25th day of each month for work performed during the previous month. Invoices received after the 25th day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Architect/Engineer 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 by the Architect/Engineer, 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 by the Architect/Engineer, 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 to the property owner 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.

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. Such 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 on 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.

4.9 Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for County's and Architect/Engineer's review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by County to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

Section 5. PAYMENTS WITHHELD.

5.1. The Architect/Engineer or County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Architect/Engineer or 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 thirty (30) calendar days after the Work is finally inspected and accepted by County and Architect/Engineer 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 Architect/Engineer or 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 Architect'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; and

8.1.9. A list of all visitors to the Project site.

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County or Architect/Engineer 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 materialmen, 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, stating the cause or causes thereof, or 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 Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

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 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 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 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 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 and Architect/Engineer 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 and Architect/Engineer 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 during the pendency of any 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 to County and Architect/Engineer within forty-eight (48) hours of being notified of the other work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time 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 Architect/Engineer 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 Architect/Engineer 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 or trusts which are registered with the State of Florida. Foreign or off-shore insurance carriers are not acceptable for work under this contract unless admitted to 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, Office of Purchasing, 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. Upon expiration of an insurance policy term during the course of work under the contract, succeeding insurance policies shall be consecutive to the expiring policy.

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 personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor or sub-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 and Architect/Engineer 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) Florida Department of Transportation Manual of Traffic Control and Safe Practices. Failure to adhere to the requirements of the above named laws and regulations regarding safety and traffic control shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

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.

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. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

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. 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. 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 Architect/Engineer or as provided for in the approved Progress Schedule; or (4) 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 (5) discontinues the prosecution of the Work; or (6) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (7) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (8) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (9) makes an assignment for the benefit of creditors; or (10) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (11) 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 it 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 Architect/Engineer and 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, shall be certified by the Architect/Engineer, upon application, 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 Architect’s substantial completion inspection. From the Architect’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 has been deemed substantially complete by the County.

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, (4) a published copy of the Notice of Completion as provided for in this section and (5) all required close out document as provided in the contract documents. 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. TESTS AND INSPECTIONS

22.1. County, Architect/Engineer, their 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 Architect/Engineer with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. 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 Architect/Engineer 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 Architect/Engineer and County.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Architect/Engineer, such work must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Architect/Engineer, such Work must, if requested by Architect/Engineer, be uncovered for Architect/Engineer's observation and be replaced at Contractor's sole expense.

22.4. The County shall charge to Contractor and may deduct from any payments due Contractor all engineering and inspection expenses incurred by County in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations by the Architect/Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

22.6. 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 23. DEFECTIVE WORK

23.1. Work not conforming to the requirements of the construction plans or Contract Documents or work conforming to the construction plans or contract documents containing errors or omissions, including, but not limited to, design flaws shall be deemed defective Work. If required by County or Architect/Engineer, 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 or Architect/Engineer, remove it from the site and replace it with undefective 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.

23.2. If the County or Architect/Engineer considers it necessary or advisable that covered Work be observed by Architect/Engineer or inspected or tested by others, Contractor, at County's or Architect/Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County or Architect/Engineer 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.

23.3. 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 or Architect/Engineer 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 or Architect/Engineer to stop the Work shall not give rise to any duty on the part of County or Architect/Engineer to exercise this right for the benefit of Contractor or any other party.

23.4. 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.

23.5. If Contractor fails, within a reasonable time after the written notice from County or Architect/Engineer, to correct defective Work or to remove and replace rejected defective Work as required by Architect/Engineer or County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County or Architect/Engineer, 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 24. SUPERVISION AND SUPERINTENDENTS

24.1. 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, who shall not be replaced without prior written notice to County except under extraordinary circumstances. 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 25. PROTECTION OF WORK

25.1. 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.

25.2. 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 26. EMERGENCIES

26.1. 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 or Architect/Engineer is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Architect/Engineer 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 Architect/Engineer 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 adjacent to the Contract Amount or an extension to the Contract Time.

Section 27. USE OF PREMISES

27.1. 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.

Section 28. SAFETY

28.1. The Contractor shall be 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:

28.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. 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.

28.2 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.

28.3 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.

28.4 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 29. PROJECT MEETINGS.

29.1. Prior to the commencement of Work, the Contractor shall attend a preconstruction 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 Architect/Engineer or County with respect to the Project, when directed to do so by County or Architect/Engineer. Contractor shall have its subcontractors and suppliers attend all such meetings (including the preconstruction conference) as may be directed by the County or Architect/Engineer.

EXHIBIT B

PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____,

(Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ 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: _____

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, FCN, FCCM
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.

ENDORSEMENTS/ADDITIONAL INSURANCE

BUILDERS RISK COVERAGE

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

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 ~~or~~ 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, materialmen, 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, materialmen, 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

_____
Witness

Date:_____

_____
Witness

[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: _____

Architect

By: _____

Owner

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	**DESCRIPTION: Juvenile Justice Restroom Addition and Renovations BID # PD 15-16.022**								
Bid Opening Time: 2:00 pm CST Bid Opening Date: 02/11/2016 Bid Opening Location: Rm 11.407 **NAME OF BIDDER**	Cover Sheet/ Acknowl.	Bid Bond or Check	Written Opinion of Attorney at Law for a foreign state	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corporation ID	Certificate of Authority to do Business in the State of Florida	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Cassida Construction Co., LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$98,000
Dominguez Design-Build, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$95,800
Emerald Coast Constructors, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$63,900
Empire Builders Group, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$63,705
Jack Moore & Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$85,800
Joy Gordon Construction, LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$80,900
R. D. Ward Construction Co., Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$67,200
Total Construction of Northwest Florida, Inc.	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$58,372.91
Vision Construction Ent., LLC	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	$62,900
BIDS OPENED BY:	Paul Nobles, CPPO, CPPB, FCN, FCPM, FCCM, Senior Project Coordinator DATE: 02/11/2016								
BIDS TABULATED BY:	Angie Holbrook, Purchasing Associate DATE: 02/11/2016								
BIDS WITNESSED BY:	Angie Holbrook, Purchasing Associate DATE: 02/11/2016								

CAR **BOCC**
DATE 03/03/16 **DATE 03/03/16**

The Purchasing Chief/Designee recommends to the BCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Total Construction of Northwest Florida, Inc., per the terms and conditions of PD 15-16.022, Juvenile Justice Restroom Addition and Renovations, for a lump sum of $58,372.91.

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

Notes: _____

Posted @ 1:00 p.m. CST on 02/16/2016 PRN/abh

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9878 **County Administrator's Report 9. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Contract Award for Juvenile Services
From: Claudia Simmons, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Juvenile Services - Claudia Simmons, Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida, and Silver Lining - Dealing with Mental Health, Inc., per the terms and conditions of PD 15-16.020, Juvenile Services, for a total amount of $20,000, to be paid in 12 equal monthly payments of $1,666.66, for all services provided per the agreement.

[Funding: Fund 001, General Funding, Cost Center 110201, Object Code 58201]

BACKGROUND:

The Request for Proposals was advertised in the Pensacola News Journal on Monday, January 4, 2016. One proposal was received on Tuesday, January 20, 2016. The Selection Committee met with the firm on January 26, 2016 to discuss with the proposer their ability to provide the services outlined in the solicitation. On February 10, 2016 the Proposal Review Committee approved for recommendation the award to Silver Lining - Dealing with Mental Health, Inc.

BUDGETARY IMPACT:

Funding: Fund 001, General Funding, Cost Center 110201, Object Code 58201

LEGAL CONSIDERATIONS/SIGN-OFF:

The agreement was prepared by Kristin Hual, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL, 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The Request for Proposals was advertised in the Pensacola News Journal on Monday, January 4, 2016. One proposal was received on Tuesday, January 20, 2016. The Selection Committee met with the firm on January 26, 2016 to discuss with the proposer their ability to provide the services outlined in the solicitation. On February 10, 2016 the Proposal Review Committee approved for recommendation the award to Silver Lining - Dealing with Mental Health, Inc.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the County Attorney prepared agreement and Purchase Order.

Attachments

Agreement

Register of Proposers

AGREEMENT FOR JUVENILE SERVICES PD 15-16.020

THIS AGREEMENT is made this _____ day of _____, 2016, 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 Silver Lining – Dealing With Mental Health, Inc., (hereinafter referred to as "Contractor"), a not-for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 47-2310406 and whose principal address is 6923 Cabral Street, Pensacola, Florida 32503.

WITNESSETH:

WHEREAS, on January 4, 2016, the County issued a Request for Proposals (PD 15-16.020) seeking a qualified contractor to provide juvenile services for the purpose of reducing juvenile recidivism; and

WHEREAS, in response to the solicitation, Contractor submitted a proposal demonstrating that the Contractor was qualified to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

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

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

2. Term. This Agreement shall commence on the date last executed by the parties and continue for a term of one (1) year.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in the Scope of Work provided as part of Escambia County's Request for Proposals for Juvenile Services, Specification No. P.D. 15-16.020, 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 a total amount of $20,000.00 to be paid in twelve (12) equal monthly payments for all services provided pursuant to this Agreement. The parties agree that all payments for services provided pursuant to this Agreement shall not exceed a maximum total of $20,000.00.

5. Method of Payment/Billing. Contractor may request payment from County on a monthly basis 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.

6. Termination. This Agreement may be immediately terminated for cause by the County 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 services rendered through the date of termination.

7. 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.

8. Insurance. The Contractor is required to carry the following insurance:

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

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

(c) Excess or Umbrella Liability coverage.

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

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

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9. 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.

10. 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: Silver Lining
Attention: Gloria Wiggins
6923 Cabral Street
Pensacola, Florida 32503

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.

11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

13. 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.

14. 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.

15. Screening of Employees/Volunteers. Prior to commencing work pursuant to this Agreement, Contractor's employees and volunteers with access to children, youth, or vulnerable adults must be successfully screened in accordance with the applicable laws. FDLE/FBI Level 2 criminal history background check shall be required.

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

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

18. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

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

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Witness

_____
Witness

By: _____
Jack R. Brown, County Administrator

Date: _____, 2016

CONTRACTOR: SILVER LINING – DEALING WITH MENTAL HEALTH, INC.

By:_____
President

_____
Corporate secretary

(SEAL)

Date: _____

Approved as to form and legal sufficiency.

By/Title: Edward ACA
Date: 2/22/16

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

JUVENILE SERVICES

SPECIFICATION NUMBER PD 15-16.020
PROPOSALS WILL BE RECEIVED UNTIL: 3:00 p.m. Tuesday, January 20, 2016
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

Grover Robinson, IV, Chairman
Wilson B. Robertson, Vice Chairman
Steven Barry
Lumon J. May
Douglas Underhill

From:
Claudia Simmons
Purchasing Manager

Assistance:
Paul Nobles, CPPO, CPPB, FCN, FCCM
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4918
Fax: (850) 595-4805
e-mail: prnobles@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



ESCAMBIA COUNTY FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
JUVENILE SERVICES
SPECIFICATION PD 15-16.020

HOW TO SUBMIT YOUR PROPOSAL:

- PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

* *Documents submitted with Proposals are to be on the forms provided in the Request for Proposal and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- TECHNICAL PROPOSAL
- SOLICITATION AND PROPOSAL FORM

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

- PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSALDER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- CERTIFICATE OF INSURANCE

HOW TO SUBMIT A NO PROPOSAL:

- IF YOU DO NOT WISH TO PROPOSAL AT THIS TIME, PLEASE REMOVE THE SOLICITATION, OFFER AND PROPOSAL FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE SOLICITATION, OFFER AND PROPOSAL FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR PROPOSER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL ONLY.
DO NOT RETURN WITH YOUR PROPOSAL

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposals - Title Page
- Proposers Checklist
- Table of Contents
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions
- Request for Proposals Response Format

Part A	Summary
Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Prime Contract Responsibilities
1-13	Disclosures
1-14	Delays
1-15	Work Plan Control
1-16	Method of Payment
Part II	Information Required from Non-Profit Firms
2-1	Proposal Format and Content
2-2	Introduction
2-3	Understanding the Project
2-4	Methodology Used for the Project
2-5	Management Plan for the Project
2-6	Experience and Qualifications
2-7	Solicitation and Proposal Form
Part III	Criteria for Selection
Part IV	Scope of Work

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)
Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President:_____ Secretary:_____
Vice President:_____ Treasurer:_____
Director:_____ Director:_____
Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box:_____
City, State Zip: _____
Street Address: _____
City, State, Zip:_____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number:_____Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded 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 varies from these General Terms and Conditions shall have precedence. Submission of the Bidder/Proposal Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 15-16.020, "Juvenile Services"
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

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

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

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the Consultant, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the Consultant by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the Consultant by the Office of Purchasing. Such termination may also result in suspension or debarment of the Consultant.

3. **Termination (Public Records Request)**

If the Consultant 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 Consultant in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the Consultant and his surety, if any, seven (7) days written notice, during which period Consultant still fails to allow access, terminate the employment of the Consultant and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Consultant, and may finish the project by whatever method it may deem expedient. In such case, the Consultant 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 Consultant (excluding monies owed the Consultant for subcontract work.)

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- Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)
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: Paul R. Nobles, CPPO, CPPB
   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.

PART A SUMMARY

Escambia County has allocated a total sum of $20,000 in the FY 15/16 budget for the provision of certain juvenile services. The goal of these services is to provide effective strategies to increase the chances for success for youth living in Escambia County. The County is therefore seeking proposals from qualified non-profit organizations with presences in Escambia County to develop and operate sustainable programs designed to assist in this endeavor. Applicants are required to implement evidenced based or evidence-informed program models that have been shown to reduce juvenile recidivism and are aimed at preventing and diverting youth from deeper involvement with the juvenile justice system.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County has recognized a need to target at-risk juveniles in the County in an effort to reduce negative outcomes for juveniles and the community at large. To that end the County is seeking proposals from qualified non-profit organization located in Escambia County to develop and operate sustainable programs designed to reduce delinquency, increase attendance in schools, decrease levels of juvenile poverty, and improve societal outcomes of at-risk juveniles.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced non-profit to provide Juvenile Services that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Jack Brown, County Administrator. The liaison officer shall be Amy L. Lovoy, Assistant County Administrator, County Administration. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a **Lump Sum** after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Paul R. Nobles, CPPO, CPPB, Senior Purchasing Coordinator, Purchasing, Telephone (850) 595-4918, email prnobles@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	Monday, January 4, 2016
Final Date for Questions	5:00 p.m., CST, Tuesday, January 12, 2016
Date for Responses to Questions	Thursday, January 14, 2016
Receipt of proposals	3:00 p.m., CST, Tuesday, January 20, 2016
Proposal Review Meeting	2:30 p.m. to 4:00 p.m., CST, Tuesday, January 26, 2016
Discussions / Selection Meeting	9:00 a.m. to 12:00 p.m., CST, Friday, February 5, 2016
1st Negotiation Meeting	2:30 p.m. – 4:00 p.m., CST, Wednesday, February 10, 2016
2nd Negotiation Meeting, if required	8:30 a.m. – 10:00 a.m., CST, Friday, February 12, 2016
Board of County Commissioners approval	5:30 p.m., CST, Thursday, March 3, 2016

1-9 PROPOSAL CONTENT AND SIGNATURE

Solicitation and Proposal with original signature and one paper original of the entire solicitation and one (1) compact disc or flash drive containing the complete proposal with the original signed by a company official with the power to bind the company in its proposal shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any

and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM NON-PROFIT FIRMS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out

the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Each respondent shall demonstrate to the County's satisfaction the experience and qualifications of the organization to perform programs and to achieve the desired outcomes on a sustainable basis. The proposal should include the name of the non-profit organization, experience in the field with the program as well as a track-record in performance of both the organization and the individuals who will manage the programs.

The organization must submit with this proposal the letter of determination from the IRS approving the organization's tax-exempt status, the number of years the organization has been in existence, a narrative of the driving principals and mission of the organization and resumes for all individuals who will have a decision-making capacity for the program(s).

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

[a] title,
[b] resume,
[c] location(s) where work will be performed,
[d] itemize the total cost and the number of estimated hours for each individual named above.

Provide reference names and phone numbers for similar projects your firm has completed

2-7 COST PROPOSAL

Solicitation and Proposal Form (See Following Page)

SIGN AND RETURN THIS FORM WITH YOUR BIDS**

SOLICITATION AND PROPOSAL FORM

SUBMIT OFFERS TO:
CLAUDIA SIMMONS
Chief, Purchasing
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32597-1591
Phone No: (850)595-4980 Fax No: (850) 595-4805

ESCAMBIA COUNTY FLORIDA

Request for Proposal

JUVENILE SERVICES

SOLICITATION NUMBER: PD 15-16.020

SOLICITATION

MAILING DATE: **Monday, January 4, 2016**
PRE-BID/PROPOSAL CONFERENCE: N/A
OFFERS WILL BE RECEIVED UNTIL: **3:00 p.m. CST, Tuesday, January 20, 2016** 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: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____)_____
TOLL FREE NO.: (____)_____
FAX NO.: (____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $ N/A

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

*** Failure to execute this Form binding the bidder/proposer's offer shall result in this bid/proposal being rejected as non-responsive.***

Lump Sum $_____

PART III **CRITERIA FOR SELECTION**

1. Nature of the Program
2. Experience and Qualification of the Organization
3. Sustainability
4. Success metrics

PART IV **SCOPE OF WORK**

The organization(s) will be exclusively determined by the County, and the Board of County Commissioners.

Any organization wishing to apply for these funds should be able to have sustainable programs designed to address the following risk factors:

- Mental health needs
- School/adjustment problems
- Delinquency
- Parenting/Supervision
- Peer Relationships
- General academic or community functioning

The program types that the Board will consider for funding include

- Shelter services
- Tutoring/academic enhancement
- Restitution/Community service
- Parent/Family skill building
- Juvenile structured day programs
- Individual, group or family counseling.

PERFORMANCE OBJECTIVES:

- Project will demonstrate project specific reduction in recidivism
- Project will report cost-savings per youth by calculating average cost to provide targeted intervention subtracted from average cost to detain youth.

TARGET POPULATION

Provide a detailed description of the clearly defined target population to be served, including the following:

- Target group/age range: a)middle school b)high school; c) both middle and high schools
- How and why target population was selected
- Number of projected youth to be served
- Gender: a) male only b)female only c) male and female
- County or counties to be served
- Other demographics, including at-risk population(s)

- List assessment instruments to be used for selected target population and how they will be used to screen youth

METHODS AND PROCEDURES

Service Delivery -Describe the overall format and design of the program, addressing the following:

- Program type (i.e., Youth Reporting Center community-based, school-based, peer court, or other)
- Program time (i.e., during school hours, after school, weekends, summer and/or year-round)
- Program frequency (i.e., the number of times the program is implemented) program cycle
- Program duration (i.e., the length of the program in days, weeks, and/or months)
- Program hours (i.e., the minimum number of program hours per youth)
- List specific site(s) where programming will occur (i.e., the site name and the street address). Please describe how the proposed program site is a safe and conveniently location for youth and parts to receive services
- Fully describe the intake process. List the criteria which individuals will be offered program services
- Describe how parental consent is obtained for youth to participate in the program. Explain if additional information (e.g., intake forms, participant application, and/or needs assessment) is obtained for a youth to be enrolled in the program.
- Describe the services and supports provided to all individuals in the target population.
- State and describe any other development activities program participants will receive

GOALS, OBJECTIVES, and EVALUATION

- List the required program goals in a clearly defined and measurable manner
- List the required program objectives in a clearly defined and measurable manner

A successful applicant should be able to describe in detail the proposed program including targeted areas and population, desired outcomes, specific metrics for tracking success, viable plan for sustainability along with a detailed budget and justification.

The maximum budget for this program including all relevant start-up costs should not exceed $20,000.

Screening of Employees and Volunteers

Employees with access (care, responsibility, or supervision) to children, youth or vulnerable adults must be successfully screened in accordance with all applicable statutes to include FS section 943.0542 and the National Child Protection Act of 1993.

FDLE/FBI LEVEL 2 criminal history background check is REQUIRED.

REGISTER OF PROPOSERS

PROPOSERS	**Project:** Juvenile Services **Specification Number:** PD 15-16.020 **RFP Due Date &Time:** January 20, 2016 by 3:00 p.m. CST		
COMPANY NAME	**PHONE NUMBER**	**FAX NUMBER**	**CONTACT PERSON / E-mail**
Silver Lining – Dealing with Mental Health, Inc.	850-512-6536		Gloria Wiggins silverlinninginc3351@yahoo.com
SUBMITTALS OPENED BY: Paul R. Nobles, Purchasing Coordinator			DATE: 1-20-16
SUBMITTALS NOTED BY: Eddie H. Wehmeier			DATE: 1-20-16
SUBMITTALS WITNESSED BY: Eddie H. Wehmeier			DATE: 1-20-16

Posted: 9:00 a.m., CST, Friday, January 22, 2016 PRN:ehw

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9770 **County Administrator's Report 9. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: Resolution for Temporary Road Closure for Bridge #484017 on Dortch Road over Beaver Dam Creek
From: Joy D. Blackmon, P.E., Department Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Resolution Approving the Temporary Road Closure Related to the Replacement and Maintenance of Escambia County Bridge on Dortch Road Over Beaver Dam Creek - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning a Temporary Road Closure related to the replacement and maintenance of Bridge #484017 on Dortch Road over Beaver Dam Creek:

A. Adopt the Resolution authorizing the temporary road closure of Dortch Road over Beaver Dam Creek and a traffic detour of less than one mile along County Road 4 for approximately 180 days; and

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

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

BACKGROUND:

FDOT will replace Bridge #484017 on Dortch Road over Beaver Dam Creek, located in Escambia County and not on the State Highway System. Meeting in regular session on January 22, 2015, the Board entered into an Off-System Agreement with the Florida Department of Transportation (FDOT) related to the replacement and maintenance of Dortch Road Bridge,#484017, over Beaver Dam Creek. FDOT has requested that the Board adopt a Resolution approving temporary road closures related to bridge replacement projects.

FDOT has established a need for Dortch Road to be closed for approximately 180 days, and traffic to be detoured for less than one mile along County Road 4 to successfully complete the project. The letting date for this bridge replacement project has been scheduled for February 22, 2017.

Upon the Board's adoption of the Resolution and FDOT's completion of the structure, Escambia County will be responsible for maintenance of the bridge.

BUDGETARY IMPACT:

All construction work will be performed by FDOT. The road closure will reduce construction time and costs, minimizing right of way purchases and/or construction easements. Funds for maintenance of bridges are available in Fund 175 “Transportation Trust Fund”, Account 210402/54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Senior Assistant County Attorney, reviewed and approved the Off-System Project Agreement and prepared the Resolution.

PERSONNEL:

All construction work will be performed by FDOT. There will not be any impact to county personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's or Vice-Chairman's execution, the Resolution will be returned to FDOT.

IMPLEMENTATION/COORDINATION:

Construction plans are available for review (by authorized personnel only) by contacting Liz Bush or James Duncan, Engineering Division, at the Escambia County Central Office Complex. All bridge replacement work will be coordinated by FDOT.

Attachments

Minutes Approving OSA

Road Closure Resolution

map

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-24. Approval of Various Consent Agenda Items – Continued

22. Taking the following action concerning the *Off System Project Agreement* between the State of Florida Department of Transportation (FDOT) and Escambia County, related to the replacement and maintenance of Dortch Road Bridge over Beaver Dam Creek, Bridge #484017, and County Road (CR) 97A Bridge over Boggy Creek, Bridge #480105 (Funding Source: Fund 175, Transportation Trust Fund, Accounts 210402/54601):

    A. Approving the State of Florida Department of Transportation *Off System Project Agreement* between FDOT and Escambia County, related to the replacement and maintenance of Dortch Road Bridge over Beaver Dam Creek, Bridge #484017, and CR 97A Bridge over Boggy Creek, Bridge #480105;

    B. Adopting the Resolution *(R2015-13)* authorizing the Agreement; and

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

23. See Page 44.

24. Amending the Board's action of November 6, 2014, approving to allocate $10,000 for the 2015 Gulf Coast Summer Festival from District 2's discretionary funds, to be paid from the 4th Cent Tourist Promotional Fund (108), Cost Center 360105, to include authorization for the funds to be used for promotional and advertising expenses.

RESOLUTION NUMBER R2016-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY TO APPROVE A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF BRIDGE REPLACEMENT PROJECT.

WHEREAS, the Florida Department of Transportation, "DEPARTMENT," proposes to undertake and complete one bridge replacement project in Fiscal Years 2017 and 2018 in Escambia County, Florida, and

WHEREAS, this bridge replacement project includes: FPID Number **430467-1-52-01**, at Dortch Road over Beaver Dam Creek, and

WHEREAS, Escambia County supports the DEPARTMENT'S efforts in these regards, and

WHEREAS, it is necessary that Dortch Road, owned and maintained by Escambia County, be temporarily closed for an approximate duration of 180 days and traffic detoured for a length of less than 1 mile along County Road 4 to successfully complete the project, and

WHEREAS, said road closure will reduce construction time and costs, minimize R/W purchase and/or construction easements, and minimize wetland impacts, and

WHEREAS, said road closure will be performed in accordance with the construction plans for this project utilizing a detour upon County and State roads.

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

1. The Board of County Commissioners does hereby authorize the DEPARTMENT to temporarily close Dortch Road.

2. The Board of County Commissioners agrees that Escambia County will continue to maintain County owned detour roads during construction.

3. A certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

4. This resolution shall be effective upon passage.

ADOPTED this ___ day of _____, 2016.

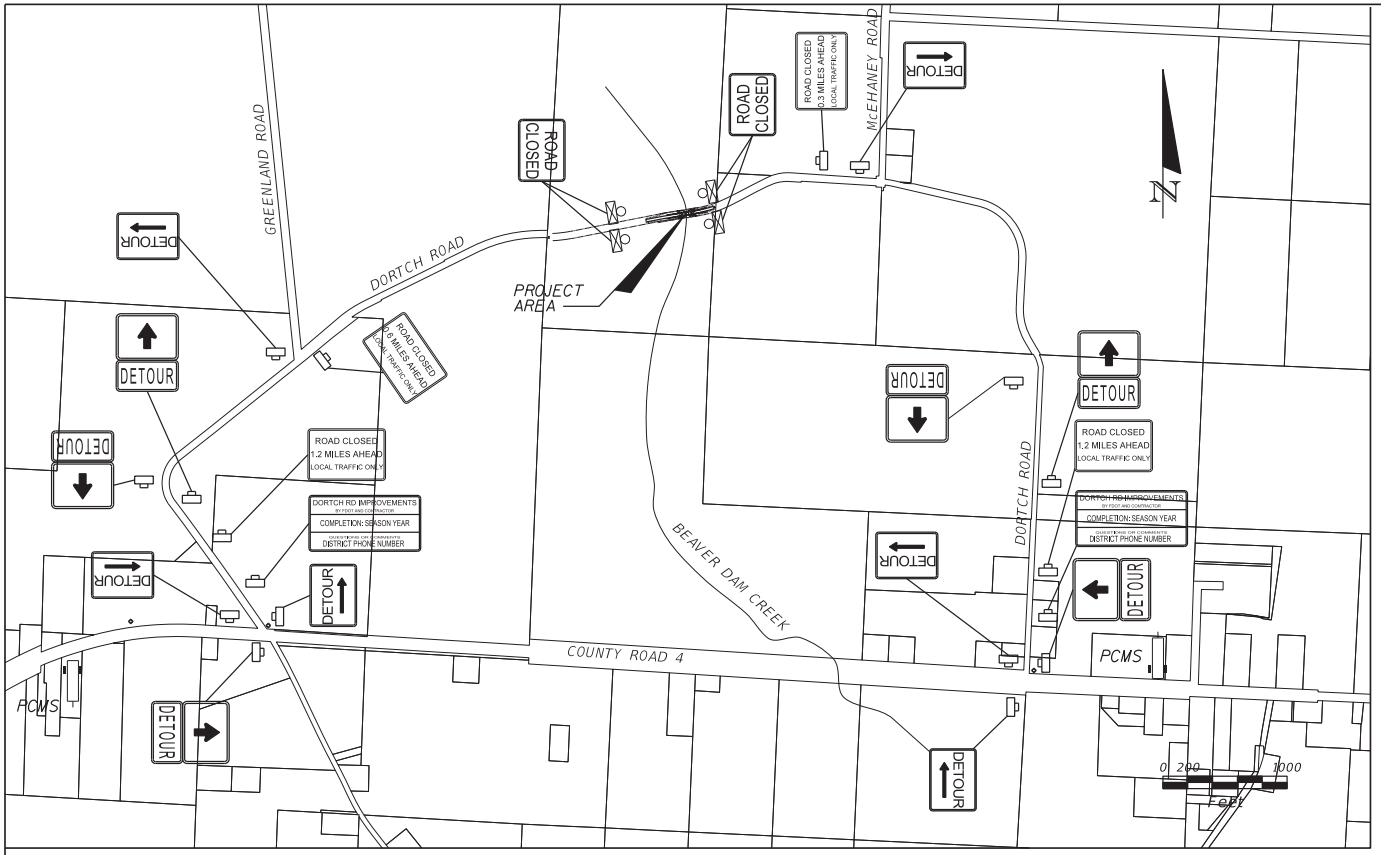
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Feb. 2, 2016



TRAFFIC CONTROL NOTES

1. THE CONTRACTOR SHALL NOTIFY ALL EMERGENCY SERVICES (FIRE AND RESCUE) 48 HOURS IN ADVANCE OF ROAD CLOSURE.
2. ALL MAINTENANCE OF TRAFFIC SIGNS SHALL BE POST MOUNTED.
3. PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) SHALL BE INSTALLED 14 DAYS PRIOR TO ROAD CLOSURES. MESSAGES SHALL BE DISPLAYED AS SHOWN BELOW OR AS DIRECTED BY THE ENGINEER.
4. CONTRACTOR SHALL NOTIFY THE ESCAMBIA COUNTY SCHOOLS 7 DAYS PRIOR TO CLOSURES WHICH MAY IMPACT SCHOOL BUS OPERATIONS.

Legend

- Type `` Barricade (With Type B Flashing Lights)
- Work Zone Sign
- Portable Changeable (Variable) Message Sign



M4-9L M4-9R R11-2 R11-3a M4-8 M6-03

14 DAYS PRIOR TO CONST.

DORTCH RD BRIDGE CLOSED

BEGIN (BEG DATE)

PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) MESSAGES

DORTCH RD IMPROVEMENTS
BY FDOT AND CONTRACTOR
COMPLETION: SEASON YEAR
QUESTIONS OR COMMENTS
DISTRICT PHONE NUMBER

PROJECT INFORMATION SIGN DETAIL

PROJECT INFORMATION SIGNS ARE REQUIRED IN ACCORDANCE WITH INDEX 600, SHEET 7 OF 13 AND ARE TO BE PAID FOR UNDER PAY ITEM 102-1 MAINTENANCE OF TRAFFIC.

PROJECT INFORMATION TO BE INCLUDED ON THE SIGN WILL BE ESTABLISHED AT THE PRECONSTRUCTION CONFERENCE.

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
	PRELIMINARY 11/19/2014 7:49:39 AM		

Comprehensive Engineering Services, Inc.
201 S Orange Ave, Suite 1300
Orlando, FL 32801-3442
Certificate of Authorization : 7862
Kimberly G. Glass, P.E., License No. 75550

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
DORTCH	ESCAMBIA	430467-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. 27

KRaymond 11/19/2014 7:49:39 AM T:\Projects\1301701\43046715201\roadway\TCPLRD01.dgn

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9774 **County Administrator's Report 9. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 03/03/2016
Issue: FDOT Off-System Project Agreement for Bridge #484050 on Bratt Road over Canoe Creek
From: Joy D. Blackmon, P.E., Director
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Off System Project Agreement Related to the Replacement and Maintenance of Escambia County Bridge on Bratt Road Over Canoe Creek - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Off System Project Agreement between the State of Florida Department of Transportation (FDOT) and Escambia County related to the replacement and maintenance of Bridge #484050 on Bratt Road over Canoe Creek:

A. Adopt the Resolution authorizing the Agreement;

B. Adopt the Resolution authorizing the temporary road closure of Bratt Road over Canoe Creek for approximately nine months, and a traffic detour of 8.7 miles;

C. Approve the State of Florida Department of Transportation Off System Project Agreement between FDOT and Escambia County, related to the replacement and maintenance of Bridge #484050 on Bratt Road over Canoe Creek; and

D. Authorize the Chairman or Vice Chairman to execute the Resolutions and the Agreement and any subsequent documents required for implementation of the bridge replacement.

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

BACKGROUND:

Bridge #484050 on Bratt Road over Canoe Creek, located in Escambia County and not on the State Highway System, will be replaced by FDOT. According to FDOT criteria, this bridge has reached a level of deterioration to warrant replacement and is on the list for FDOT's 5-Year Work Plan. During construction, in order to reduce construction time and costs, minimize right of way purchase and/or construction easements, and/or minimize wetland impacts, a temporary road closure is necessary for approximately nine months. During this time, traffic will be detoured to Pine Barren Road and County Road

4 for a length of 8.7 miles. Upon Board adoption of the Resolutions, approval of the Agreement, and FDOT's completion of the structure, Escambia County will be responsible for maintenance of the bridge.

BUDGETARY IMPACT:

All construction work will be performed by FDOT. Funds for maintenance of bridges are available in Fund 175 “Transportation Trust Fund”, Account 210402/54601.

LEGAL CONSIDERATIONS/SIGN-OFF:

Stephen West, Senior Assistant County Attorney, has reviewed and approved the Off-System Project Agreement and has prepared the Resolutions.

PERSONNEL:

All construction work will be performed by FDOT. There will not be any impact to county personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

Upon Board approval and Chairman's or Vice-Chairman's execution, the Agreement will be returned to FDOT for final execution and recording.

IMPLEMENTATION/COORDINATION:

Construction plans are available for review (by authorized personnel only) by contacting Liz Bush or James Duncan, Engineering Division, at the Escambia County Central Office Complex. All bridge replacement work will be coordinated by FDOT.

Attachments

Resolution re: OSA

Resoluton re: Road Closure

Detour Map

Off System Agreement (OSA)

RESOLUTION NUMBER R2016-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CONSENTING TO AND AUTHORIZING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DO ALL ACTS NECESSARY TO COMPLETE THE BRIDGE REPLACEMENT, REHABILITATION, AND INSPECTION PROJECT FOR BRATT ROAD OVER CANOE CREEK BRIDGE, BRIDGE NO. 484050, PURSUANT TO AN OFF SYSTEM PROJECT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Escambia County (County), a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, approved that certain Off System Project Agreement (Agreement) with the State of Florida Department of Transportation (Department) for the bridge replacement, rehabilitation, and inspection project for the Bratt Road over Canoe Creek bridge, Bridge No. 484050 (Project); and

WHEREAS, pursuant to Section 8 of the Agreement, the County is required to adopt a formal resolution of the County Commission, consenting to and authorizing the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project and, if necessary, to further do all acts necessary, including securing all environmental and regulatory permits, easements, temporary construction easements and rights of entry associated with the Project, in the name of the County;

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

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

Section 2. The County, by this resolution, duly adopted by its Board of County Commissioners and executed by the Chairman of the Board, confirms the Agreement approved by the Board of County Commissioners concurrently with this resolution, and consents to and authorizes the Department for the County, if necessary, to take property (both real and personal) that is necessary to complete the Project, and if necessary, to further do all acts necessary, including securing all environmental and regulatory permits,

easements, temporary construction easements and rights of entry associated with the Project, in the name of the County.

Section 3. This resolution shall take effect upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this ____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

(SEAL)

This document approved as to form and legal sufficiency.
By _____
Title Asst County Attorney
Date Feb. 1, 2016

RESOLUTION NUMBER R2016-____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA TO APPROVE A TEMPORARY ROAD CLOSURE PURSUANT TO COMPLETION OF A BRIDGE REPLACEMENT PROJECT.

WHEREAS, the Florida Department of Transportation, ("DEPARTMENT") proposes to undertake and complete the following bridge replacement project in Fiscal Year 2017 in Escambia County, Florida, and

WHEREAS, the bridge replacement project includes: **FPID Number 433905-1-52-01**, on Bratt Road; Bridge No. 484050, over Canoe Creek (the "PROJECT"), and

WHEREAS, Escambia County supports the DEPARTMENT'S efforts in these regards, and

WHEREAS, it is necessary that Bratt Road, owned and maintained by Escambia County, be temporarily closed for a duration of approximately 9 months and traffic detoured to Pine Barren Road and County Road 4 for a length of 8.7 miles to successfully complete the PROJECT, and

WHEREAS, said road closure will reduce construction time, minimize R/W purchase and/or construction easements, and minimize wetland impacts, and

WHEREAS, said road closure will be performed in accordance with the Construction Plans dated October 29, 2015, including any revisions thereof as exist on file with the DEPARTMENT (the "PLANS") for this PROJECT, which are herein incorporated by reference.

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

1. The Board of County Commissioners does hereby authorize the DEPARTMENT to temporarily close Bratt Road in accordance with the PLANS.

2. The Board of County Commissioners agrees that Escambia County will continue to maintain County owned detour roads during construction of the PROJECT.

3. A certified copy of this resolution shall be forwarded to the Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

4. This resolution shall be effective upon passage.

ADOPTED this _____ day of _____, 2016

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By:_____
Grover Robinson, IV, Chairman

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Feb. 1, 2016

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

TEMPORARY TRAFFIC CONTROL PLAN
DETOUR PLAN

ALL PORTABLE CHANGEABLE MESSAGE SIGNS
2 WEEKS PRIOR TO CONSTRUCTION

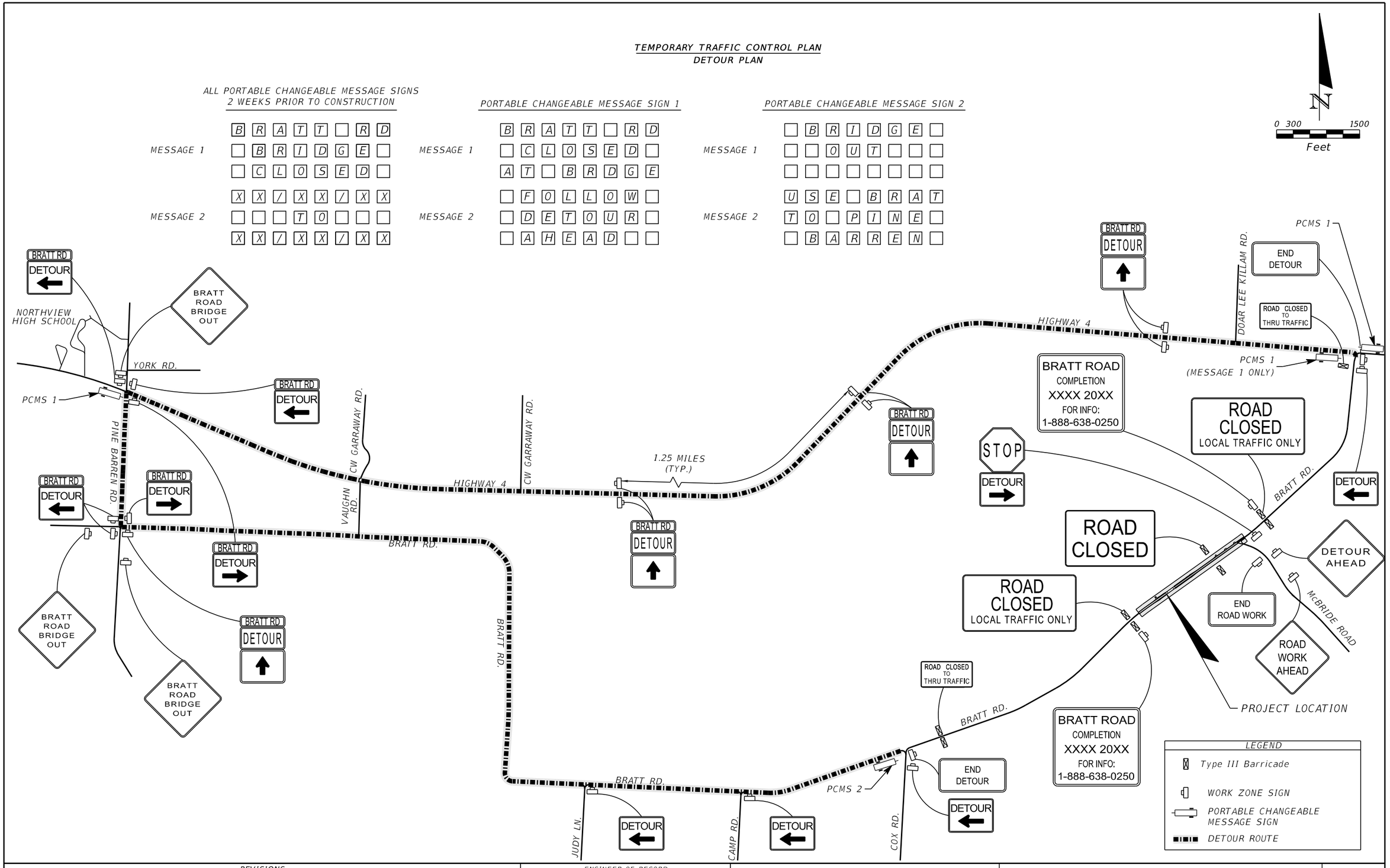
	B	R	A	T	T		R	D	
MESSAGE 1		B	R	I	D	G	E		
		C	L	O	S	E	D		
	X	X	/	X	X	/	X	X	
MESSAGE 2				T	O				
	X	X	/	X	X	/	X	X	

PORTABLE CHANGEABLE MESSAGE SIGN 1

	B	R	A	T	T		R	D	
MESSAGE 1		C	L	O	S	E	D		
	A	T		B	R	D	G	E	
		F	O	L	L	O	W		
MESSAGE 2		D	E	T	O	U	R		
		A	H	E	A	D			

PORTABLE CHANGEABLE MESSAGE SIGN 2

		B	R	I	D	G	E		
MESSAGE 1			O	U	T				
	U	S	E		B	R	A	T	
MESSAGE 2	T	O		P	I	N	E		
		B	A	R	R	E	N		



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 61G15-23.003, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

ENGINEER OF RECORD
David G. Coleman, PE
PE No. 49469
Inwood Consulting Engineers, Inc.
Certificate of Authorization No. 7074
3000 Dovera Drive, Suite 200, Oviedo, Florida 32765
P 407.971.8850

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
BRATT	ESCAMBIA	433905-1-52-01

TEMP. TRAFFIC CONTROL PLAN DETOUR ROUTE

SHEET NO. 84

jrivard 10/29/2015 3:54:55 PM F:\Projects\GRA-002-01\roadway\TCGNRD01.DGN

FPID #.: 433905-1-52-01
COUNTY: Escambia
FAP #.: 00B3-189-B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFF SYSTEM PROJECT AGREEMENT

This Agreement is between the State of Florida Department of Transportation ("DEPARTMENT"), and **Escambia County**, a political subdivision of the State of Florida ("COUNTY").

1. Highway Bridge Replacement and Rehabilitation Program funds are available for the costs of the replacement, rehab, or inspection of bridges located off of the Federal-aid system under 23 CFR 650.413(c); and

2. **Bratt Road over Canoe Creek, Bridge No. 484050**, requires replacement; and

3. **Bratt Road over Canoe Creek** is on **Bratt Road** located in Escambia County, Florida, a road not on the State Highway System; and

4. The parties agree that it is in the best interest of the State of Florida and the COUNTY for the DEPARTMENT, if necessary, to act for the COUNTY in the acquisition of the real property through voluntary acquisition and through the use of the power of eminent domain, if necessary to complete this project, as authorized by Section 336.467, Florida Statutes; and

5. The parties agree that it is in the best interest of each party for the DEPARTMENT to undertake and to complete all aspects of the bridge replacement work, including but not limited to the design, construction, construction inspection, utilities, permits, easements and other associated tasks.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this Agreement, the parties hereby agree as follows:

6. The recitals in paragraphs 1-5 above are true and correct and are made a part of this Agreement.

7. The parties agree that the DEPARTMENT shall undertake and complete Project No. 433905-1-52-01, generally described as the replacement of Bridge No. 484050 over Canoe Creek ("PROJECT"), from Beginning MP 3.564 to End MP 3.587 on Bratt Road. The PROJECT is further described in the Construction Plans dated **October 29, 2015**, including any revisions thereof as exist on file with the DEPARTMENT ("PLANS"). The PLANS and any revisions thereof as exist on file with the DEPARTMENT are hereby incorporated by reference and made a part of this Agreement. The COUNTY shall cooperate with and shall support the DEPARTMENT's work efforts in these regards. The DEPARTMENT shall have final decision authority with respect to the design of the PROJECT and the design review process.

8. The COUNTY shall, through the passage of a formal resolution of the County Commission, consent to and authorize the DEPARTMENT for the COUNTY, if necessary, to take property (both real and personal) that is necessary to complete the PROJECT and, if necessary, to further do all acts necessary, including securing all environmental and regulatory

permits, easements, temporary construction easements and rights of entry associated with the PROJECT, in the name of the COUNTY. Said authority and action shall be deemed to include the DEPARTMENT'S use of the power of eminent domain to condemn the property necessary for the PROJECT and to exercise prudent engineering judgment in the design and construction of the PROJECT. The COUNTY shall be responsible to establish, in accordance with DEPARTMENT standards, final right of way survey monumentation.

a) The recording of documents transferring real property acquired under this Agreement in the official records of the appropriate county shall constitute and be deemed as acceptance of ownership by the COUNTY. Recording of said documents shall be the responsibility of the DEPARTMENT.

9. The COUNTY shall provide to the DEPARTMENT all documents necessary to establish encumbrances and encroachments, if any, within the existing COUNTY right of way necessary for completion of the PROJECT. The DEPARTMENT shall be responsible for performing all title work necessary for any additional right of way that is required for the PROJECT. In the event there is any action necessary to be taken to acquire ownership or to extinguish any interest in or encumbrance or encroachment on any property within the COUNTY'S existing right of way, the COUNTY shall take all actions reasonably requested by the DEPARTMENT to accomplish the ends required. In the event title ownership issues cannot be resolved so as to allow the PROJECT to move forward, the DEPARTMENT retains the right to terminate this Agreement on that basis. Further, the COUNTY acknowledges that the right of way must be cleared of all ownership interests, encumbrances or encroachments within the limits of construction at least 90 days prior to the DEPARTMENT advertising the PROJECT for construction. The DEPARTMENT shall have the sole discretion to determine the need to clear any ownership, encroachment or encumbrance.

10. The COUNTY hereby appoints the DEPARTMENT as its agent for purposes of the construction, reconstruction and relocation of utilities under section 337.403(1), Florida Statutes. The COUNTY agrees to fully cooperate with the DEPARTMENT in the construction, reconstruction and relocation of utilities that may be located within the existing or acquired right of way. The parties agree to meet on a periodic basis, as determined to be necessary by the DEPARTMENT, during the planning, design, construction and post-construction phase to identify, plan and to relocate utilities. The responsibility for the costs associated with the relocation of utilities shall be based on Florida law as it relates to said matters. The parties agree that if existing utilities owned by the COUNTY are required to be reconstructed or relocated as a result of the PROJECT that the costs associated therewith shall be deemed to be a cost of the PROJECT to be paid for the by the COUNTY.

11. The COUNTY acknowledges that the DEPARTMENT will be utilizing federal funds on the PROJECT and as a result thereof the COUNTY agrees to maintain the PROJECT in perpetuity according to DEPARTMENT standards. The COUNTY further recognizes and acknowledges that if the DEPARTMENT will be utilizing federal funds on the PROJECT that the National Environmental Policy Act ("NEPA") process will need to be completed and the DEPARTMENT reserves the right to adjust the plans and or design of the PROJECT to meet the

needs of the permits. The COUNTY agrees to fully cooperate in the provision of any and all studies and or data that may be necessary for the NEPA process and for all other permit matters.

12. The COUNTY acknowledges and agrees that the right of way as described in the PLANS and the improvements and structures located within the right of way, are and will remain under the ownership of the COUNTY and that the DEPARTMENT will not have any ownership interest in the right of way, improvements or structures located thereon. Notwithstanding the requirements hereof, the DEPARTMENT is authorized to temporarily use the COUNTY's existing right of way for construction of the PROJECT and maintenance during construction shall be the responsibility of the DEPARTMENT and its contractor.

13. The parties understand and agree that the DEPARTMENT and the COUNTY shall cooperate with and keep each other well informed of the work efforts and progress hereunder. In the event change orders or supplemental agreements become necessary during the prosecution of the work the COUNTY agrees that it will sign all documents necessary to allow the change order to be finalized and to allow the supplemental agreements to be fully executed. The DEPARTMENT shall have the sole authority with respect to make all decisions relating to, and including the need for, change orders and supplemental agreements.

14. All payment and performance bonds shall be issued in favor of the DEPARTMENT. All warranties shall be made in favor of the COUNTY.

15. Upon completion of the PROJECT, the DEPARTMENT shall issue a Notice of Final Acceptance to the contractor with a copy of said notice being provided to the COUNTY. Upon issuance of the Notice of Final Acceptance, the COUNTY shall be immediately responsible for the perpetual maintenance of the PROJECT. The DEPARTMENT shall also have the right to assign interim maintenance responsibility to the COUNTY for specified portions of the PROJECT before the issuance of the Notice of Final Acceptance. Said assignment of maintenance responsibility shall be sent by the DEPARTMENT to the COUNTY in writing with sufficient description to place the COUNTY on notice of the interim maintenance responsibility. Notwithstanding the issuance of the Notice of Final Acceptance, the DEPARTMENT shall have the right to assure completion of any punch list by the contractor. Additionally, the COUNTY understands and agrees that the DEPARTMENT shall transfer all permits to the COUNTY as the operational maintenance entity and the COUNTY agrees to accept said transfer and to become fully responsible to comply with all operational and maintenance conditions of the permits.

16. This Agreement shall become effective as of the date both parties hereto have executed the Agreement and shall continue in full force and effect until the PROJECT is completed by the DEPARTMENT and the improvements have been turned over to the COUNTY by the DEPARTMENT by formal notice from the DEPARTMENT. The DEPARTMENT reserves the right to unilaterally cancel its performance hereunder if it determines that it is in the best interest of the public to do so. This discretion shall include, but shall not be limited to budgetary and bid cost considerations.

17. Pursuant to Section 287.058, Florida Statutes, the DEPARTMENT may unilaterally cancel this Agreement for refusal by the COUNTY to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by the COUNTY in conjunction with this Agreement except for the obligation of the COUNTY to maintain the PROJECT and said Agreement shall be perpetual as to that obligation.

18. In the event that any election, referendum, approval or permit, notice or other proceeding or authorization is required to be undertaken by the COUNTY to enter into this Agreement or to undertake the PROJECT, the COUNTY will expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters with time being of the essence.

19. The COUNTY shall initiate and prosecute to completion all proceedings or actions necessary to enable the COUNTY to provide any necessary funds for completion of the PROJECT.

20. It is understood that the DEPARTMENT's participation in said PROJECT is subject to Legislative approval of the DEPARTMENT's appropriation request in the work program year that the PROJECT is scheduled.

21. The DEPARTMENT's performance and obligations to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the DEPARTMENT's funding for this PROJECT is in multiple years, funds approved from the DEPARTMENT'S Comptroller must be received every year prior to costs being incurred.

22. In the event this Agreement is in excess of $25,000.00 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

23. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

24. In the event there are cost overruns, supplemental agreements (specifically incurred in the areas located off the State Highway System), and or liquidated damages not eligible to be paid for by federal funds due to the Federal Highway Administration determining that said costs are non-participating costs, the COUNTY shall be responsible for one-hundred percent (100%) of the funds required to make up the shortfall not paid by federal funds. The PROJECT is off of the "State Highway System," therefore, in accordance with Section 339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this PROJECT. (Examples of non-participating items could be fishing piers; premium costs due to design or CEI errors or omissions; material or equipment called for in the plans but not used in the construction, as referenced in the Federal Aid Policy Guide 23, CFR Section 635.120).

a. Should such shortfalls occur due to a determination that said costs are non-participating; the COUNTY agrees to provide, without delay, a deposit within fourteen (14) calendar days of notification from the DEPARTMENT, to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY of its obligation to pay for its full participation of non-participating costs during the PROJECT and on final accounting, as provided herein below. If the COUNTY cannot provide the deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT'S contract manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the PROJECT, and additional non-participating costs may be incurred due to the delay of the PROJECT.

The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The DEPARTMENT considers the PROJECT complete when the final payment has been made to the Contractor, not when the construction work is complete. All non-participating Project cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the PROJECT. The COUNTY will be notified of the final non-participating cost of the PROJECT. Both parties agree that in the event the final accounting of total non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

In the event the final accounting of total non-participating costs are greater than the total deposits to date, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a

rate as established pursuant to Section 55.03, F.S., on any invoice not paid within forty (40) calendar days until the invoice is paid.

The payment of funds under this Agreement provision will be made directly to the DEPARTMENT for deposit.

25. COUNTY: **Escambia**

a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and

b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

25. The Parties agree that this Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and/or understandings applicable to the matters 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. Therefore, it is agreed that no deviation from the terms shall be predicated upon prior representations or agreements, whether oral or written.

26. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this agreement. Unless otherwise notified in writing, notices shall be sent to the following:

COUNTY: Joy D. Blackmon, P.E.
Public Works Director
Escambia County Public Works
3363 West Park Place
Pensacola, Florida 32505

DEPARTMENT: Jared Perdue, P.E.
District Design Engineer
1074 Highway 90
Chipley, FL 32428

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates exhibited by the signatures below.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: James T. Barfield

Title: District Secretary

Date: _____

Attest: _____

ESCAMBIA COUNTY, a political subdivision of the State of Florida

By: Grover C. Robinson, IV

Title: Chairman

Date: _____

Attest: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____
Deputy Clerk

Legal Review:

_____
Office of the General Counsel

Legal Review: Stephen G. West

_____
Senior Assistant County Attorney

This document approved as to form and legal sufficiency.
By _____
Title Asst. County Attorney
Date Feb. 1, 2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9892 **County Administrator's Report** **9. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/03/2016
Issue: Escambia County Disability Awareness Committee Appointee
From: Jack Brown, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Escambia County Disability Awareness Committee - Jack R. Brown, County Administrator

That the Board appoint one of the following candidates to the Escambia County Disability Awareness Committee to serve a four-year term, effective March 3, 2016, through March 2, 2020, to replace James L. Henkel who has resigned:

A. Ms. Gwenith H. Shiver; or

B. Ms. Dondie Roper.

Escambia County's Community & Media Relations Office posted a General Alert on the County's website for two weeks, from January 28, 2016, to February 11, 2016, to seek volunteers to fill the one of the "at-large" positions on the Escambia County Disability Awareness Committee. The Resumes of Ms. Shiver and Ms. Roper were the only Resumes that were received for consideration.

BACKGROUND:

Escambia County's Community & Media Relations Office posted a General Alert on the County's website for two weeks, from January 28, 2016, to February 11, 2016, to seek volunteers to fill the one of the "at-large" positions on the Escambia County Disability Awareness Committee (ECDAC). The Resumes of Ms. Shiver and Ms. Roper were the only Resumes that were received for consideration.

Mr. James L. Henkel resigned from the ECDAC because he no longer resides in Escambia County. Ms. Shiver and Ms. Roper have both expressed their desire to serve on the EDAC. Their Resumes are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section 1, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Gwenith H. Shiver

Dondie Roper

General Alert

Judy H. Witterstaeter

From: Dawn M Troche
Sent: Monday, February 08, 2016 9:04 AM
To: Judy H. Witterstaeter
Cc: Pamela J. Lamphear
Subject: FW: Disabilities Committee Resume
Attachments: Disabilities Awareness resume.Gwen Shiver.pdf

Judy

Please see attached resume for Gwen Shiver. She is interested in serving on the Disabilities Committee.

Thanks and let me know if I can do anything for you
Dawn

From: Gwen Shiver [mailto:gwenshiver@yahoo.com]
Sent: Saturday, February 06, 2016 9:45 PM
To: Dawn M Troche
Subject: Disabilities Committee Resume

Dawn, Please see the attached resume/

Thanks so much,
Gwen Shiver

GWENITH H. SHIVER
1320 Mckenzie Rd
Cantonment, FL 32533
Tel: 850 968-9969 Cell: 850 698-1421
Email: gwenshiver@yahoo.com

OBJECTIVE

To serve on the Disability Awareness Committee for Escambia County.

EDUCATION

1977 to 1981 **University of West Florida**
B.A. Elementary Ed. / Early Childhood

1974 to 1977 **J.M. Tate High**
high school diploma

WORK HISTORY

1995 to 2015 **Escambia County School District**

Taught as lead teacher for 15 years, upon husband's increasing health related needs, finished up the last 5 years with the Escambia County District as a teacher's assistant.

QUALIFICATIONS

After being the primary caregiver of a disabled individual, my husband, a paraplegic of 36 years, I feel that I am extremely qualified to sit on this particular committee. Being a livelong resident of Escambia County I also understand, and am familiar with, the services and needs of our community, both of the disabled and able bodied. Upon making decisions of where my husband and myself are able to go, and what we are able to do, I have had to become very skilled at anticipating and seeing the environment as related to his needs and abilities. Understanding that there is a myriad of different disabilities, we as a county must do our best at keeping opportunities open, and not allowing disabilities to rule out integration of individual into community. In addition, my husband and I have had the privilege of doing some travel during our 31 years of marriage, and I also feel that I can see our county through the eyes of a disabled visitor. In closing, I feel that I have "one foot in, and one foot out" of the world of disability, thus I have perspective

and reason to add to this committee.

Judy H. Witterstaeter

From: Dondie Roper [dondie.roper@gmail.com]
Sent: Wednesday, February 17, 2016 11:51 AM
To: Judy H. Witterstaeter
Subject: Disability Awareness Committee
Attachments: Dondie Roper_RESUME.pdf

Ms. Witterstaeter,

With this email I would like to confirm my interest in serving on the Escambia County Disability Awareness Committee. Through my professional experience over the last decade, I have worked with persons with intellectual and developmental disabilities in various capacities. I currently serve as the director of The Arc Gateway's Program for Adult Learning and Support (PALS). PALS is a two year, full time, post-secondary education program allowing adults with disabilities to attend Pensacola State College.

In addition to my career path, I have a daughter with a disability so I know first hand the challenges and opportunities present for both the individual and their family members. It is through my personal and professional experience that I have developed a strong passion for advocating, educating, and supporting persons with disabilities in my community and beyond. I believe I would be a strong candidate for the Escambia County Disability Awareness Committee.

Please feel free to contact me should you have questions or require additional information. I appreciate your time and consideration of me for this service opportunity in my community.

Sincerely,

Dondie Roper
850.393.0910

DONDIE ROPER

850.393.0910
dondie.roper@gmail.com

PROFESSIONAL EXPERIENCE

The Arc Gateway Program for Adult Learning and Support (PALS) 2014 - Present
Director
Oversee program providing adults with disabilities the opportunity to attend Pensacola State College.

- **Manage daily operations of PALS, a two year post-secondary education program**
- **Oversee curriculum and education of students enrolled in the program**
- **Build and maintain community partnerships to promote program and disability awareness**
- **Assist in negotiating, coordinating, and managing state contract**

City of Pensacola Neighborhood Services 2014
Marketing Coordinator
Manage strategic marketing and development for 93 parks, 9 resource centers, and the Community Maritime Park.

- **Develop community partnerships for special events**
- **Oversee creation of seasonal activity guide featuring community programs and events**
- **Create marketing collateral**
- **Implement social media and online publication**
- **Coordinate media coverage**
- **Write and monitor production of print, radio, and television stories and promotions**

West Florida Public Library 2011 – 2013
Community Relations & Special Programs

Develop a strategic marketing plan including a full re-branding of the library system.

- **Increased awareness through strategic planning and brand management**
- **Drove 87% increase in web & social media interaction through strategic marketing**
- **Reversed declining library usage, boosting program attendance 36.7% in one year**
- **Grew program funding by $20,700 and brought in four national exhibits**
- **Managed online, print, radio & television media coverage of special stories & events**

Special Olympics Escambia & Santa Rosa 2009 – 2011
County Coordinator

Advocated for persons with disabilities by building and maintaining relationships with community leaders and organizations to grow athlete and volunteer base.

- **Launched new fundraising opportunities resulting in a 15% increase in program funding**
- **Recruited and trained new volunteers, coaches, and athletes**
- **Managed 100 volunteers to plan and execute largest area competition for 600+ athletes**
- **Transformed marketing collateral focusing on athlete stories**

WEAR-TV 2005 – 2009
Newscast Producer

Coordinated and produced live daily newscasts utilizing drill down research of story ideas and critical analysis to select the best show content and flow.

- **Played a key role in setting-up all aspects of Dayside, 5pm, and & 10pm newscasts**
- **Researched story ideas, coordinated reporter and photographer scheduling**
- **Maximized revenue by strategically hitting show time elements**
- **Edited linear and non-linear video as well as conducted satellite up and down links**

PROFESSIONAL EXPERIENCE (continued)

Cox Media 2004 – 2005
Marketing & Research Manager

Managed media research, promotions, commercial development, and marketing staff.

- **Created evaluation tools to accurately track progress of projects & customer satisfaction**
- **Developed and executed marketing strategies to increase media sales**
- **Managed the development and implementation of market research initiatives**
- **Supervised 13 staff in Promotions, Research, Marketing & Commercial Departments**

Servico Hotel Group 1999 – 2004
Sales & Marketing Manager

Met or exceeded goals in multiple market segments while maintaining a high daily room rate.

- **Exceeded annual budget by an average of 3.7% at three hotels in region**
- **Developed customer database and digital sales contract**
- **Created and implemented strategic communication initiatives for key accounts**

SKILLS

Microsoft Excel, Outlook, PowerPoint, Word
Marketing Material Design and Development
Web/Social Media Development & Maximization
Fundraising & Special Event Management

EDUCATION

University of West Florida Pensacola, FL
M.A., Strategic Communication & Leadership
Marketing Internship, Baptist Leadership Institute
UWF Instructor, Basic Public Speaking and Business and Professional Communications

B.A., Journalism 2002
Newsroom Internship, WEAR TV (Channel 3 News)

COMMUNITY INVOLVEMENT

United Way 2011 - 2014
Loaned Executive - UWADA Secretary/Treasurer - Workplace Campaign Coordinator

Friends of West Florida Public Library 2013 - 2014
Board Member & Secretary

Epilepsy Services of Northwest Florida 2010 - 2011
Board Member & Volunteer Camp Coordinator

Hope Center for Teens, Inc. 2004 - 2007
Board Member & Marketing Chair

REFERENCES

Kim Carmody, Superintendent
Neighborhood Services & CMP
kcarmody@cityofpensacola.com
850.529.7485

Melanie Skaggs, Manager
Southwest Branch Library
mskaggs@bellsouth.net
850.393.1405

Dr. Sherry White, Pres/
CEO Capstone (f/k/a UCP)
swhite@cpnwfl.org
850.432.1596

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Thursday, January 28, 2016 10:33 AM
To: Judy H. Witterstaeter
Subject: Escambia County [General Alerts] Appointee Sought for the Escambia County Disability Awareness Committee

View E-Mail In Browser

my escambia

Appointee Sought for the Escambia County Disability Awareness Committee

Thursday, January 28, 2016 - 10:30am

The Escambia County Board of County Commissioners is seeking county residents interested in volunteering for an "At-Large" appointment to the Escambia County Disability Awareness Committee, which was established by the Board during its regular meeting on Oct. 17, 2013.

The purpose of the committee is to make recommendations to the Board of County Commissioners regarding issues relating to the disabled community and any other issues requested by the Board. The committee is composed of seven voting members, and all members of the committee must be electors of Escambia County. Each commissioner on the Board of County Commissioners appoints one member to the committee, and each member serves concurrently with his or her appointing commissioner's term. The Board collectively appoints two at-large members, who each serve a four-year term.

There are four meetings scheduled each year on the third Wednesday of the month. Meetings begin at 3 p.m. and typically last until 5 p.m. Special meetings may be scheduled if needed. There is no travel required.

Residents interested in serving on the committee are asked to submit a resume and letter indicating their desire to serve by the close of business on Thursday, Feb. 11. Letters and resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502.

Source URL (retrieved on 01/28/2016 - 10:32am):
http://myescambia.com/home/news/appointee-sought-escambia-county-disability-awareness-committee

Unsubscribe from this newsletter

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

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9898 **County Administrator's Report 9. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 03/03/2016
Issue: Reappointments/Appointments to the West Florida Public Library Board of Governance
From: Todd Humble, Library Services Director
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Reappointments/Appointments to the West Florida Public Library Board of Governance - Todd Humble, Library Services Department Director

That the Board reappoint or appoint two of the following applicants to the West Florida Public Library Board of Governance:

A. Reappoint Lynne C. Tobin, retroactively, to serve a two-year term effective March 1, 2016, through February 28, 2018;
B. Reappoint Frances Yeo, retroactively, to serve a two-year term effective March 1, 2016, through February 28, 2018;
C. Appoint Larry Beall, to serve a two-year term, effective March 3, 2016, through March 2, 2018;
D. Appoint Jerry M. Crumly, to serve a two-year term, effective March 3, 2016, through March 2, 2018;
E. Appoint John E. Dickson, to serve a two-year term, effective March 3, 2016, through March 2, 2018;
F. Appoint John David Huddleston, to serve a two-year term, effective March 3, 2016, through March 2, 2018;
G. Appoint Donna Gail Spencer, to serve a two-year term, effective March 3, 2016, through March 2, 2018;
H. Appoint Vivian Street, to serve a two-year term, effective March 3, 2016, through March 2, 2018;
I. Appoint Dean Turner, to serve a two-year term, effective March 3, 2016, through March 2, 2018; or
J. Appoint Patricia M. Veal, to serve a two-year term, effective March 3, 2016, through March 2, 2018.

Escambia County's Community & Media Relations Office posted a General Alert on the County's website, from January 27, 2016, to February 9, 2016, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance (WFPLBG). Frances Yeo and Lynne C. Tobin, whose terms expired on February 29, 2016,

submitted Resumes indicating their desire to be reappointed. The Resumes of eight other individuals who are interested in serving on the WFPLBG were also received in response to the General Alert.

BACKGROUND:

Escambia County's Community & Media Relations Office posted a General Alert on the County's website, from January 27, 2016, to February 9, 2016, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance (WFPLBG). Frances Yeo and Lynne C. Tobin, whose terms expired on February 29, 2016, submitted Resumes indicating their desire to be reappointed. The Resumes of eight other individuals who are interested in serving on the WFPLBG were also received in response to the General Alert. Resumes of all 10 candidates are provided for review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section 1, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Lynne Tobin
Francis Yeo
Larry Beall
Jerry M. Crumly
John Dickson
John Huddleson
Donna Spencer
Vivian Street
Dean Turner
Patricia Veal
General Alert
Ballot

LYNNE C. TOBIN

10330 FOGGY BOTTOM RD.

PENSACOLA FL 32507 lynnectobin@aol.com

850-497-8515(H) 850-549-5889 (cell)

Summary

Skilled reference librarian and senior manager with extensive experience in research, searching online databases, the Internet, human/web interfaces as well as experience in budgeting and planning for large federal divisions. Recognized as a leader in the field. Over 15 years experience in the intelligence and military communities. Proven briefing, instructional and mentoring skills.
Top Secret, SCI clearances with polygraph and background checks – current to Feb. 2009.
Note that as a CIA employee, I was "detailed" to NGA and its predecessor NIMA as CIA worked with DOD to create the new agency within DOD.

Intelligence Community, Department of Defense, and Federal Experience

Chief of the Washington Research Center 2003 - 2005
National Geospatial-Intelligence Agency (NGA), Bethesda, MD

- Managed very large annual budget for Open Source purchasing (subscriptions and publications to include commercial maps) for all of NGA
- Had the budget doubled during this year based on excellent track record of managing the budget and purchasing appropriate needed source
- Oversaw the successful turnover of library service functions (scanning, circulation and cataloging) and the Ground Photography functions to contractor management
- Implemented Virtual Reference across all the sites
- Coordinated with counterparts to oversee the completion of the map scanning process allowing customers to request and receive map products on line

Chief of the Bethesda Research Center, NGA 2001 – 2003

- Promoted the concept of Virtual Reference and piloted the use of Question Point in cooperation with the Department of Defense and Army Knowledge Online
- Studied and determined, as part of a Tiger Team created by Director, NGA, the partnership possibilities between State Department Map Service Center and NGA to better serve the Intelligence Community and Department of Defense
- Mentored new branch chiefs and continued working with knowledgeable staff to introduce new technologies for map scanning

Chief of the Bethesda Reference Branch, NGA 2000 - 2001

- Planned, designed, hired professional staff and created the Reference Library, moving open source text and classified documents to renovated space
- Placed two commercial databases on the Library homepage, for the first time allowing all NGA staff to search and discover this information

Chief of the Bethesda Map Services Branch, NGA 1998 – 2000

- Initiated the purchase of new scanning and network technology to test the concept of digitizing the map collections making maps accessible online and available to agencies worldwide
- Selected and managed the contract and logistics of sending 25,000 text materials off site for recataloging to Library of Congress standard, and managed the process of adding the materials in to the new NGA online text catalog

Reference Librarian, NPIC and NIMA, at the Washington Navy Yard 1996 - 1998

- Provided the first Reference outreach to NIMA Headquarters staff
- Briefed analysts on library access and services new to NIMA staff
- Provided in depth research support to imagery analysts and upper management, searching open source databases and the Internet

Reference Librarian, NPIC (National Photographic Interpretation Center/CIA) 1989 - 1994

- Briefed analysts on Library services
- Provided in depth and expert research support using open source and classified databases

Reference Librarian, General Accounting Office 1988 - 1989

- Provided research support to accountants and researchers, utilizing commercial databases as well as the technical library collection
- Contributed to monthly library publication on current issues and research

Reference Librarian, Naval War College, Newport RI 1987 - 1988

- Provided reference/research support to students and faculty
- Published annotated bibliographies on current hot topics
- Provided lively tours for foreign students and external customers

Post Retirement Intelligence Activities

- Independent Contractor for Central Intelligence Agency in Recruitment 2006-2007
  Briefing, mentoring, and instructing applicants who have been selected into the hiring process

Non-Federal Experience

Reference Librarian, National Public Radio 2005-2009

- Temporary employee/on call providing reference/research support to reporters and other staff at the Washington DC headquarters for NPR
- Cataloger for the Broadcast Library/ temporary part-time employee/providing original cataloging for "Fresh Air" program from remote sites

Reference Librarian, University of West Florida 1994 – 1996

- Electronic Resources librarian 2007- 2012
- Teamed with History Department to teach required course on How to Research.
- Planner and participant in moving the University's collection to a redesigned, expanded, and renovated facility. Planned with faculty and alumni office for the rededication ceremony of the John C. Pace Library in 1996.

- Returned to UWF Pace Library in Fall 2007 and retired in May 2012 as part-time Reference Librarian, providing student and faculty research assistance and bibliographic instruction.

Education

Vassar College, Poughkeepsie, NY — BA in History
University of Rhode Island, Kingston, RI — Master of Library and Information Studies

Substantive Training and Awards

- Program on Creative Leadership, CIA
- NGA (NIMA) Leadership Challenge Program
- Special Librarians Annual Conference
- Military Librarians Workshop
- Contracting Officer Technical Representative Course
- Virtual Reference Desk Workshop

- **Federal Librarian of the Year, 2001** – conferred by the Federal Library and Information Center Committee at the Library of Congress for innovative leadership.
- Numerous Meritorious Unit Citations
- Numerous Exceptional Performance Awards
- Several Special Act Awards

Community Service post-retirement

- Web site manager for neighborhood association, 2013-current
- Pensacola Opera volunteer 2009-current
- Pensacola Symphony Guild, officer and volunteer, 2010-current
- Board member and officer, condominium association, 2009-2012
- Board member (Escambia County Appointee) of the West Florida Public Library Board of Governance 2014 to present

Frances Yeo
46 Manor Drive
Pensacola, FL 32507
francesyeo@cox.net
850-384-0920

February 8, 2016

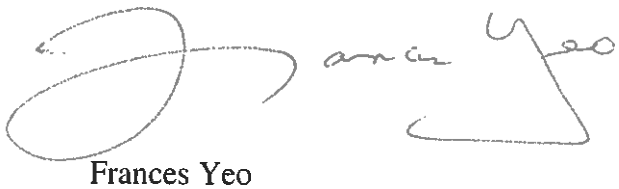
Dear Mr. Humble,

Please forward this request to the Escambia County Board of County Commissioners my desire to be re-appointed as a member of the West Florida Public Library System, Board of Governance. My passion for the library comes from my visits to the library as a child, my son's interest in books from an early age and my participation in education, both as a volunteer and in my career.

I served on the West Florida Library Advisory Board for about four years and served on the Library Blue Ribbon Task Force in 2008 and 2013. I was appointed by the BCC in 2013, when the Board of Governance was first formed.

I am glad to have been a part of the process to have the dedicated tax revenue approved for funding the library system in Escambia County. I feel strongly about expanding the library services even more than we have done over the last several years and look forward to assisting you in this endeavor.

Sincerely,



Frances Yeo

Phone (850)455-2087
Fax (850)455-2087
Cell (850)384-0920
E-mail francesyeo@cox.net
46 Manor Drive
Pensacola, FL 32507

Frances Yeo

Professional experience

January 2010 to present Pensacola State College, Pensacola, FL

Coordinator, Continuing Education
Department Head Recreation and Leisure Program

- Plan, coordinate, market, evaluate and supervise recreation and leisure – lifelong learning courses at 5 area campuses.
- Coordinate Kid's College for 6-12 year olds during summer (30 teachers, 150 courses/classes, 300+ students)
- Oversee Summer Dance Workshop, Gymnastics, Driving, Aquatics and Court mandated programs
- Manage half million dollar budget
- Manage approximate 150 adjunct instructors throughout the year
- Problem solve for teachers and students
- Manage data collection for analysis of successful courses

1997 to 2009 Junior Achievement of Northwest Florida, Pensacola, FL

President/Executive Director

- Board Development – Worked with 18 to 28 high level decision makers regularly. Insured diversity by industry categories, geography, race and gender. Met with each member of governing board individually to develop their impact goals and met with committees as scheduled. Coordinated annual planning retreat with National JA facilitator.
- Fundraising - Diversified funding base. Created new events and discontinued struggling events. Organized annual giving campaigns and grant proposals
- Budget management – created and managed $200,000 to $300,000 annual budget along with Investment account management
- Staff management – Removed previously hired staff when documented errors in judgment. Orchestrated expansion of staff and downsizing of staff as needed.
- Staff development - Performance Development Plans for all staff, specialized National JA training provided within 6 months of hire, shadowing Orlando office within 2 months of hire, with bonus available for all staff when team goals met
- Marketing and public relations – Conducted awareness research in 2004 with local university which lead to branding campaign that generated 9% of the budget in new dollars. This increased awareness and funding base. Coordinated scripting, production and donation of public service announcements for print, radio and TV.

1995 -1997 Northwest Florida Girl Scout Council Pensacola, FL

Public Relations/Fund Development Director

- Developed Media Relationships that kept issues out of the spotlight when necessary and publicized positive activities of 5,000 girls and 1200 Volunteers
- Conducted golf tournament, 5K Run, annual giving and grant writing to diversify funding sources
- Created "Got Cookies?" media campaign which featured billboards, radio and print public service announcements

1987 -1995 Parisian Department Store Pensacola, FL

Fashion Counselor

- Developed and serviced over 100 accounts as a personal shopper
- Developed and maintained community relationships for store
- Coordinated public relations between corporate office and local media

1978 - 1986 Flamingo Shop Pensacola, FL

Managing Partner

- Moved family business from grandmother's hobby to profitable ladies boutique
- Opened second location in Gulf Shores, AL handling management, budgeting, marketing, advertising, purchasing, sales, display, bookkeeping, customer service and fashion show production for both stores

Education and Training

1980 - 1982 University of West Florida Pensacola, FL

Bachelor of Science – Marketing

- Attended University of Southern Mississippi 1974-1977
- Accepted University of West Florida, Masters of Public Administration
- Inaugural class of President's Leadership Institute, Pensacola State College 2011
- Completed National Junior Achievement Leadership Academy 2002
- Attended Junior Achievement National Leadership Conferences and Regional Conferences – 1997– 2007
- Attended Girl Scouts of the USA Training in New York- Macy's 1996
- Attended Girl Scouts of the USA Convention – Ft. Worth, Texas
- Attended National and Florida PTA Conventions, Legislative and Leadership Conferences – 1986 – 1998
- Completed Peoples' Law School and Chamber Leadership Pensacola
- Program (LEAP) 1991

Leadership Roles

Florida Black Chamber Board of Directors 2003 to 2009; West Florida Public Library Board Member – 2010 to present(appointed by Escambia County Commission) Florida JA Area's Communication Liaison – 2002-03; Senior Warden-St. John's Episcopal Church 2002; Chamber of Commerce Board of Directors – Ex-Officio 2000-2002; Pensacola's Promise Tri-Chair (local affiliate America's Promise) 1998-2002; Home Owner's Association President – 1990-92 and 2010-present; Florida Parent Teacher Association – various chairs 1993-1998; Escambia County Council of PTAs President 1991-93, Currently serving as Specialized Trainer Escambia County Council of PTAs, Escambia High School Reunion Committee –co-chair for 6 reunions, Chaired the 100th Anniversary for Girl Scouts for local council - 2012

Community activities	Rotary Club of Pensacola, Rotary Youth Leadership Awards (RYLA), Rotaract Committee Chair for UWF and PSC, Pensacola Chamber of Commerce, League of Women Voters, LEAP Alumni, Friends of the Library, American Cancer Society, Parrot Heads of Pensacola
Volunteer experience	Registered Lobbyist for Education issues through PTA for 8 years; Created and produced fifty-two 30-second Parenting Tips for TV which included David Newell (Postman on Mr. Rogers Neighborhood). These were aired throughout Florida; Coordinated media coverage for Florida PTA, including working with Governor and his office; Recruited and managed 32 PTA chairmen and officers for County Association; Made presentations at School Board Meetings and with administrators concerning parent's viewpoints; Assisted in development of Core Values program for community; Produced recruitment video for chamber leadership program(LEAP); Represented County Commissioner on Task Force in effort to consolidate services with city
Publications	PTA Parenting Tips – newspapers throughout Florida and a textbook; Pensacola News Journal - Monthly article, "PTA Matters" – 1991-1993, and numerous viewpoints on editorial page - 1992 to present
Awards received	Peggy Pilcher Community Service Award 2009; Paul Harris Fellow – Rotary International 2008; Women's Business Center - Women Making History Diamond Award – 2004; Combined Rotary Clubs of Pensacola – Nominee -Business Ethics Award; Finalist – National Junior Achievement - Karl Flemke Innovation Award – 1999 & 2000; National Junior Achievement Summit Award – 1998, 1999, 2000, 2004 & 2009; Florida Public Relations Association – IMPACT Award – 1994; Nomination – Emil Hess Humanitarian Award – 1991 – Parisian; Numerous Parent Teacher Association (PTA) Awards – 1988 -1993

References available upon request

Updated 2/23/2016

TO: Todd J. Humble

Director, West Florida Public Libraries

FROM: Larry G. Beall, Ph.D.

Date: February 8, 2016

Dear Sir:

This letter is to apply for a volunteer position on the West Florida Public Library Board of Governance as advertised in the Pensacola News Journal and elsewhere. My wife and I have lived at 2361 Osceola Blvd., Pensacola, since 2001. I am a retired university emeritus professor with a Ph.D. in economics from Duke University, and have researched and taught abroad as a Fulbright scholar. My academic career was centered at Virginia Commonwealth University (Richmond, Va.) from 1970 to 2000. While there I directed a U.S. State Department grant for academic development in Indonesia.

In 2012, I was appointed to the West Florida Public Libraries Blue Ribbon Task Force. This Task Force developed and recommended six service priorities for the West Florida Library System in the strategic planning process.

My retirement activities have included supporting the Symphony, Little Theater, Jazz Society and the Blue Wahoos as a season ticket holder. Attached is a brief resume as requested. I would also be available to answer any questions that you may have.

Regards,

Larry G. Beall, Ph.D.

RESUME

Personal:

Larry G. Beall Ph.D.

Born: January 22, 1941

Address: 2361 Osceola Blvd. Pensacola, Fl. 32503

Tel: (850) 437-1863; cell (850) 516-1486

Education:

BA Binghamton University 1963, Economics

MA University of South Carolina 1967, Economics (labor Policy)

Ph.D. Duke University 1974, Economics (economic development and health care analysis)

Fulbright Fellowship: University of the South Pacific, Suva, Fiji 1988-89

Fulbright Hayes Grant: Indonesia, 1991

Fulbright Hayes Grant: Malaysia\Singapore, 1997

Work Experience

Department of Economics, Virginia Commonwealth University 1970 – 2000

President; Virginia association of Economists 1983

Smithsonian enrichment lecturer- cruises to SE Asia: 1995-7

Consultant: Research Alliance, 1985-1992

Pensacola: The Blue Ribbon Task Force: development of a Strategic Plan 2012-2013

Captain Jerry M. Crumly USN (Ret.)

2261 Pine Needles Circle, Pensacola, Florida 32514
850-477-0760 | a-celt@cox.net

PROFILE

- Career naval officer with experience in Europe and Asia
- Manager experienced in operating complex systems
- Hands on experience in education and training
- Genealogist and author of family's history

EDUCATION

United States Naval Post Graduate School Monterey, CA

Master of Science, Operations Research and Systems Analysis 1969

United States Naval Academy Annapolis, MD

Bachelor of Science, Naval Science 1962

EXPERIENCE

Active Duty Navy

- Department Head for Strategic Analysis Support Group, Washington, D.C.
- Commanding Officer of a Training Squadron at NAS Whiting Field
- Professor of Naval Science University of Michigan

Post Navy

- Data Base Manager, EnviroSouth, Montgomery, AL
- Proprietor of small business: The Captain's Choice
- Piper with McGuire's Bagpipe Band
- Member of Artistic Woodturners of Northwest Florida
- Escambia County Master Gardener
- Avid reader with eclectic interests

John E. Dickson
3116 Brittany Terrace
Pensacola, FL. 32504
(850) 542-7251

Education:

M.A., Human Resources Management, Pepperdine Univ. 1978
Organizational Effectiveness
B.S., Aerospace Engineering, Pennsylvania State Univ. 1971

Naval Aviator, U.S. Navy Flight Training, 1973

Experience:

International Paper - Retired – 22+ years
Project Management
Operation Specialist for Container Division
Operations Manager at Plant
HR Manager for Division Lead Team
Production Supervisor at Plant
Process Improvement Manager at Plant

U.S. Navy – Retired – 20 years
United Nations Peace Keeping force – Operations Officer
Officer in Charge of Maintenance Monitoring Team
Tactical Action Officer – Aircraft Carrier Task Force (USS Kennedy)
Flight Instructor
Aircraft Commander

Other Employment:

Embry-Riddle University -
Faculty Instructor for Graduate and Undergraduate courses

Corning Glass Works Corp -
Supervisor Production

Fresno California Unified School District -
Substitute Teacher for High School & Junior High Science and Math

References:

Available upon request.

January 28, 2016

Director Todd Humble
West Florida Publics Library
239 N. Spring Street
Pensacola, FL 32502

Mr. Humble:

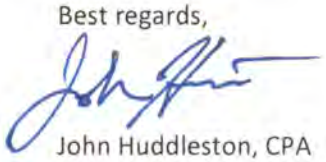
I am writing to you in hopes of being selected to participate as a volunteer for one of the current vacancies on the West Florida Public Libraries Board of Governance. I have lived in Pensacola since 2007 and want to help make a difference in our community.

I believe that my financial background as well as the knowledge that I have gained while working in the Contracts and Disbursements Department for the Escambia County Clerk of the Courts & Comptroller can be of great benefit to the Board of Governance. While in this role, I have become familiar with the BCC budgeting processes, majority of the interlocal agreements and other agreements entered into by the library, and the background of the West Florida Public Libraries. Further, I currently review many of the expenditures and contracts, as part of the internal audit process, in preparation for the external audit completed by Warren Averett LLC. Through this I have gained insight into much of the operations of the libraries. I have attained my CPA and possess 6 years of higher education related to accounting and finance, being awarded a Bachelor's and Master's Degree.

Beyond this, I believe in strengthening the community that we live and making it a better place for all. One way that I believe this can be accomplished is providing everyone access to books, free computer access, audiobooks, and the many other services that the West Florida Public Libraries offer. Whether it is for learning, enjoyment, or relaxation, the public library is a facet for everyone in the community to better themselves and, in turn, the community in which we live. I want the Libraries in our county to thrive for these reasons. As Katherine Patterson said, "It is not enough to simply teach children to read; we have to give them something worth reading. Something that will stretch their imaginations—something that will help them make sense of their own lives and encourage them to reach out toward people whose lives are quite different from their own."

I appreciate your time and consideration. I hope to hear back from you soon.

Best regards,



John Huddleston, CPA

JOHN DAVID HUDDLESTON

♦♦♦♦♦

10093 Hillview Drive • Pensacola, FL 32514 • 615.397.7104 • johndhuddleston@yahoo.com

WORK EXPERIENCE

Accountant **July 2014 – Present**

Escambia County Clerk of the Court & Comptroller, Pensacola
Contracts & Disbursements Department

- Utilize fund accounting, cost accounting, and project accounting to maintain and account for assets and liabilities in excess of $2 billion.
- Manage in excess of 100 contracts and/or grants to ensure compliance with applicable policies, procedures, and guidelines; monitor related expenditures.
- Perform financial analytics and interpret results to upper management for interim and end of year audits.
- Perform Internal Audit of Escambia County Corrections Department related to cash handling and internal controls.
- Review federal, state, and local laws and ordinances, as well as GASB and GAAP, to ensure that the county is aligned with the proper reporting and accounting requirements related to disbursements and contracts.

Accountant I **April 2014 – July 2014**

Escambia County Clerk of the Court & Comptroller, Pensacola
Clerk Accounting Department

- Collaborated with the Controller and senior management to develop and submit annual budget (in excess of $6 million).
- Forecasted and applied analytics to budget data and presented recommendations/alternatives to management.
- Assessed the departmental internal controls and provided recommendations to improve the effectiveness and efficiency of job duties while maintaining proper internal controls.
- Prepared cost, budget, and management analysis to assist in fiscal planning efforts.

Audit Associate **January 2013 – April 2014**

Warren Averett, LLC., Pensacola

- Completed audit engagements with a team of two or more auditors.
- Investigated discrepancies in various accounts to determine whether it materially affected the financial statements of the company under audit and performed inquiry of management, using judgment to determine whether the explanations were reasonable.
- Performed analytics to test income statement accounts and compare to benchmarks of the company and industry.
- Performed procedures to test financial statement accounts to provide reasonable assurance as to its fairness.
- Discussed complex matters with upper management related to financial statements and presentation.
- Prepared financial statements and notes to the financial statements provided to clients.

Internal Auditor – Graduate Assistant **September 2012 – December 2012**

University of West Florida, Internal Auditing & Management Consulting, Pensacola

- Worked with audit team and alone to plan, perform, and report purchase card audits.
- Reviewed numerous departmental operating procedures, determined and evaluated weaknesses, and provided management with recommendations and findings.
- Reviewed and reported on financial and other information that was provided by management.
- Assisted in an audit program using IDEA software to analyze computer systems databases and performed data mining and analysis to assess the effectiveness and efficiency of automated controls.
- Maintained respectful and effective communications and relationships with management and staff of areas under review.
- Presented to audit team and management the results, recommendations, and conclusions of audit reviews.

Business Manager – Graduate Assistant **January 2010 – December 2012**

University of West Florida, Recreation & Sports Services, Pensacola

- Assumed a leadership role for a three month period in place of the Business Manager.
- Assisted in the budget preparation process for the department which included identifying future needs, preparing spreadsheets, and proofing final documents of budget requests in excess of $1 million.
- Prepared and provided detailed budget reports to department managers on a monthly basis.
- Assisted Business Manager in establishing the first Graduate Assistant position for Business Manager in Recreation & Sports Services.
- Trained customer service staff on fiscal procedures and educated them on internal controls.

EDUCATION

Master of Accounting **December 2012**
University of West Florida, Pensacola
3.13 GPA

B.S.B.A Accounting & Finance **December 2010**
University of West Florida, Pensacola
3.23 GPA

ACTIVITIES, INTERESTS, AND CERTIFICATIONS

- CPA – License # AC49051
- Institute of Managerial Accountants (IMA) (2013-2016)
- America Institute of Certified Public Accountants (AICPA) (2012-2016)
- Florida Institute of Certified Public Accountants (FICPA) (2014-2016)
- Institute of Internal Auditors (IIA) (2012-2015)
- UWF Fee Committee (2010-2011)
- College of Business Scholar Designation (2010)

REFERENCES

Amy Robinson 850-474-2881
Business Manager
Recreation & Sports Services
University of West Florida

Betsy Bowers 850-474-2636
Associate Vice President
Internal Audit
University of West Florida

Jack Rowell 850-444-7204
Member, Audit Services
Warren Averett, LLC

Jennifer Johnson 850-474-2814
Assistant Director, Fitness/Wellness
Recreation & Sports Services
University of West Florida

Donna Gail Spencer

4503 Southpointe Lane 850.384.4472 dg.spencer@yahoo.com

Passion

Adding value to an organization by improving client engagement, and developing, expanding and increasing revenue through prevention and reduction of risk while adhering to regulatory standards through administrative, logistical, and technical support.

Qualifications and Strengths

MANAGEMENT

- ***Actively involved*** in all daily operations of financial brokerage group comprised of five branches, and a centralized supervision/review unit.
- Managed 12 million piece database in ***high-growth & highly valued*** information system.
- Documented expertise in accomplishing collective goals while ***increasing productivity*** within team structure, reaching 128% performance improvement.
- Proven ability for ***diligent performance***, drafting alternative courses beyond the commonplace, familiar or obvious to achieve benchmarks, through improving process efficiency and revisions in policies and procedures.
- ***Authenticated ability*** to envision, design and develop new processes needed to profit from changing global demand. The capacity to enhance and encourage access to world markets resulted in 69% increase in conservative portfolio performance.
- ***Validated work ethic*** with measurable results, competence and perseverance with continuous skill development, staff retention and mentoring benchmarks.

SALES

- Designed, facilitated and led marketing plan resulting in unexpected publication in 5 area local magazines, numerous interviews, and a 38% increase in revenue.
- Consistently posted top 5% of Sales & Productivity.
- Successfully negotiated bid which resulted in award for two major contracts generating a 78% profit, two of the company's largest margined awards to date.

COMMUNICATION

- Developed a client-contact system still in use today for maintaining existing clients and acquiring new ones through varied communication systems. New system allowed for quicker prospect-to-client conversions and higher current-client activity volume.
- Facilitated and Co-Chaired a local committee conceived to improve communications between investment brokers, which translated into higher sales, lower attrition and improved knowledge base for participants.
- Three-time award winner in local Dale Carnegie Alumni chapter.
- Facilitates a newly developed program designed to re-engage Advisors in more community oriented branding initiatives.

Experience

ULTRA-HIGH NET WORTH BRANCH LIAISON | WELLS FARGO ADVISORS, LLC

My ***responsibilities*** can be summed up as a compliance/supervisory role that helps Financial Advisors, their assistants, and clients navigate the path of Financial Brokerage transactions. I oversee compliance on both a federal and corporate level for the eight Private Client groups of brokers where certain types of transactions are involved for certain types of clients. The oversight can be from a supervisory perspective, to discerning the legality of the request, depending on the client and the signed documentation submitted and on file in their account.

- Accurately process order tickets, and escalate where necessary.
- Book in securities, issues receipts and checks daily.
- Act as a liaison between the satellite branch and the administrative hub, as well as corporate headquarters.

COMPLEX OPERATIONS LIAISON | WELLS FARGO ADVISORS, LLC

- Reviews, escalates and expedites requests for financial transactions depending on regulatory, compliant, and proper legal documentation.
- Oversees certain types of transactions for specific types of clients.
- Communicates new information about revision of policy and procedure from both within the firm and external sources (FINRA, etc.)
- Maintain consistent communication with Financial Advisors and their assistants concerning security deposits and trade suitability.

FINANCIAL ADVISOR | WELLS FARGO ADVISORS, LLC

- Planned, implemented and moderated investor account management, technology interfacing, and financial strategies.
- Created and managed partnerships with local business owners and managers to optimize financial performance leading to a more confident workforce and less worker turn-over.
- Focused on empowering and educating women about their financial needs and the alternatives offered for their retirement. Enhanced and affirmed our community standing among women business owners resulting in a 37% increase in women owned business retirement accounts.

FINANCIAL ADVISOR | EDWARD JONES

- Sustained management of comprehensive daily operations of branch from strategizing for optimum portfolio performance to FINRA and ethical oversight.
- Led high-impact marketing initiatives to drive market visibility, acquire new clients and expand existing account relationships. Posted a 36% increase in less than a year.

Internal Professional Affiliations

- **WELLS FARGO – N FL WOMEN'S CHAPTER** Inaugural Chair
- **2014 WELLS FARGO VOLUNTEER OF THE YEAR** FL Panhandle

External Professional Affiliations

- **LEADERSHIP PENSACOLA** Alumni
- **PENSACOLA WOMEN'S ALLIANCE** 2009 – currently
- **INSTITUTE FOR WOMEN IN POLITICS** Currently
- **UNITED WAY OF ESCAMBIA COUNTY** Loaned Executive 2012-2014
  Prospecting Team 2012-2014
  Funds Distribution 2013-2016

Technical Experience

SERIES 7 | SERIES 66 |LIFE, HEALTH & VARIABLE ANNUITY LICENSE |NMLS **FLORIDA & ALABAMA**

January 30, 2016

To Whom It May Concern;

I am pleased to have enjoyed a 30+ year career as an educator and high school counselor. Through out my life and career, I have maintained a love for both the spoken and written word. I'm an avid reader, a life long learner and am committed to community service.

I am interested in becoming a member of the Library Board. Such a position would afford me the opportunity to give back to the community, expand my knowledge of the work of the Library and utilize the broad set of educational and operational skills gained in my pre-retirement years.

I am excited to pursue this opportunity and look forward to speaking with you soon. Please feel free to contact me at 850-944-2156 or dosstreet@cox.net.

Sincerely,

Vivian Street

Vivian Street

Vivian Street
2031 Juno Circle
Pensacola, Florida 32526
850-944-2156
Email: dosstreet@cox.net

EDUCATION:

MASTER OF SCIENCE, Guidance and Counseling,
Chicago State University, May 1992

BACHELOR OF SCIENCE, Early Childhood Education,
Chicago State University, December 1975

WORK EXPERIENCE:

Counselor, October 2007 – June 2008,
Non-Secure Programs, Inc.,
Pensacola, Florida

Guidance Counselor, August 1994 – June 2006
Thornton Fractional South High School, District 215,
Lansing, Illinois

Guidance Counselor, October 1992 – June 1994
Gresham Elementary School, District 10,
Chicago, Illinois

Elementary School Teacher, September 1990 – October 1992
Carver Primary School, District 10,
Chicago, Illinois

Elementary School Teacher, August 1976 – July 1990
Medgar Evers School, District 169,
Ford Heights, Illinois

Director/Proprietor of Day Care Center, March 1984 – May 1988,
Three Kittens Day Care Center
Chicago, Illinois

Assistant Director/Counselor, December 1981 – December 1984,
Dearman's Learning Center,
Markham, Illinois

Case Manager, October 1972 – November 1973,
Illinois Department of Public Aid,
Chicago, Illinois

SPECIFIC SKILLS: Teaching, counseling, organizing and facilitating teacher in-services, parent workshops, coordinating special education screenings and staffing, administering assessments, case management, record keeping, maintaining compliance, academic advising, and transcript evaluating. Develop mission statement, budget, and curriculum. Yearly goal plans, strategies for student/client success.

ORGANIZATIONS: IEA - NEA, 1991 - 2006, Illinois Association for College Admissions Counseling, 1994 - 2006
South Suburban Counselors Association, 1994 - 2006
Elites Civic Organization, 1976 - 1982
True Parenting Corp., 2015 - present.

VOLUNTEERING: Trauma Intervention Program, Escambia County, 2013
Sacred Heart Hospital, 2011

DEAN TURNER

OBJECTIVE

Principal administrative and operations executive for a company requiring responsive, charismatic and business-like management of all functions.

SUMMARY OF QUALIFICATIONS

- More than twenty years experience in top-level management decision making involving finance, personnel, office procedures, automated systems and support services.
- Proven record of working well with people in organizational and social settings, promoting team building and esprit.
- Understand the value of loyalty while possessing the courage of my convictions. A pragmatic self-starter.
- Experienced strategic thinker and planner, emphasizing both internal and external goals and objectives.

WORK EXPERIENCE

Steptoe & Johnson PLLC (www.steptoe-johnson.com)

Chief Operating Officer, 2007 - 2013

Managed all strategic and business operations for a 320 attorney, 14-office, general business regional law firm based in WV.

Pierce Atwood LLP (www.pierceatwood.com)

Chief Administrative Officer, 2000 - 2007

Directed all strategic and business operations for a 130 attorney, 5-office, general business regional law firm based in Portland, ME.

Lowndes, Drosdick, Doster, Kantor & Reed, P.A. (www.lowndes-law.com)

Executive Director, 1994 – 1999

Directed all business operations for a 115 attorney, 300 employee full-service, multi-office law firm based in Orlando, FL.

Office of the Secretary of Defense

Executive Director, 1991 – 1994

Managed multiple offices of civil servants, political appointees and senior governmental executives in the Pentagon.

5174 PALE MOON DR. PENSACOLA, FL 32507
TEL (850) 607-2833 • CELL (850) 530-1850 • E-MAIL DEAN-TURNER@COX.NET

EDUCATION

NSS, John F. Kennedy School of Government, Harvard University
M.A., Management & Human Relations, St. Louis University
B.S., Marine Transportation, United States Merchant Marine Academy

FINANCIAL MANAGEMENT

Hands-on experience in the preparation, review and efficient execution of budgets in excess of $140 million. Achieved every budgetary objective.

Mastered managing limited resources under austere budgetary constraints. Reduced discretionary operating expenses 14% through innovative management initiatives. Implemented Accounts Receivable collections program where none previously existed.

PERSONNEL MANAGEMENT

Day-to-day experience in placement, motivation and supervision of multi-disciplined office staff including secretarial, administrative, accounting and support employees. Demonstrated ability to function effectively at all organizational levels, from senior partners to file clerks. People oriented.

Enhanced profitability by reducing personnel expenses through training, automation and job sharing.

OFFICE AUTOMATION

Trained in modern office technology to include the acquisition and operation of computer workstations, local and wide area networks, electronic mail, and management and financial systems, particularly in the Microsoft environment and Windows operating systems. Directed $1.4M strategic technology upgrade to firm.

Know how to control chasing technology while utilizing cost/benefit analyses to ensure automation investments contribute to the bottom line.

SPACE ACQUISITION

Shirt-sleeve experience in the design and acquisition of workspace with a view toward organizational and client satisfaction.

Spearheaded design and construction of a 75,000 sq.ft. office building, maximizing parking ratios, environmental code compliance and beautification efforts. Project completed ahead of schedule and within budget.

COMMUNICATION SKILLS

Strong written and verbal communication skills. Persuasive, organized and well read. Excellent listener.

Mr. Todd J. Humble, Director
West Florida Public Libraries
239 N. Spring Street
Pensacola, FL 32502

February 1, 2016

Dear Mr. Humble:

It is with great pleasure that I submit this resume and letter of interest to serve on the West Florida Public Libraries Board of Governance. I have wanted to get back involved with the library system and when I read the recent Pensacola News Journal article, *Volunteers Wanted for Library Board*, I knew the time was now.

I actually served on the Friends of the Pensacola Public Library Board a few years ago under the direction of then Library Director Gene Fischer. In fact, I served as President for two years. I have seen the many changes taking place with the library since those days, and my love and passion for reading and literacy in the community has not changed or diminished. My desire to see the new main library become a pivotal center for community activities is as great as ever.

I would very much like an opportunity to meet with you as you allow for interviews with your candidates. I would love to discuss the overall goals and mission of the Board and my qualifications to serve.

Attached, you will find my resume. If there is anything else you need from me in the meantime, please do not hesitate to contact me.

Sincerely,

Patricia M Veal

Patricia "Patty" M. Veal
pmv@cox.net
(850) 698-5199 cell

Patricia M. Veal

10925 Seaglades Drive
Pensacola, Florida USA 32507
(850) 698-5199 Cell Phone
(850) 492-8819 Home Phone
pmv@cox.net

Objective: A position on the West Florida Public Libraries Board of Governance whereby over 6 years serving on the Board of the Friends of the Pensacola Public Library and 25 years of public relations/marketing experience in developing and managing innovative strategies that promotes robust relationships and results with team members, businesses, non-profit organizations and the community is an asset.

Qualifications:

- Media Relations
- Branding
- Mgt. & Team Support
- Budget& ROI Analysis
- PR/Community Outreach
- Research & Development
- Writing/Journalism
- Advertising/Marketing
- Event Planning
- Social Media Engagement

Professional Experience:

September 1992-present Pen Air Federal Credit Union Pensacola, FL

Director of Public Relations

- Experienced in various capacities within the organization such as event planning, web development, marketing, research, training, financial literacy (education), and public relations.
- Manage all PR and community media relations concerning official statements and writing, event announcement, and press coordination. Act as Military Liaison to military bases.
- Oversee and coordinate internal and external PR initiatives with various departments and team members for successful implementation and ROI.
- Responsible for Reputation Risk Management (UDAAP) and assist with monitoring executive level member related situations and resolutions maintaining these files for NCUA audits.

December 1990- 9/1992 Members First Credit Union of FL Pensacola, FL

Marketing Representative

- Responsible for advertising, promotions, marketing of services, and demonstrating successful Return on Investment.
- Reported to the Vice President and assisted in staff meetings and communication of new initiatives as approved by the Board of Directors.
- Experienced the accounting side of the financial industry by assisting as Bookkeeper in a small financial institution environment which gave insight to real costs and income potentials.

June 1989- 12/1990 Network USA – Paging Company Pensacola, FL

Marketing Manager

- Managed local and regional advertising and worked to promote the nationwide paging service.
- Assisted with customer service, sales, and billing inquiries as needed.
- Trained in licensing and planning new tower and satellite sites through their Engineering Department.

March 1988- 3/1989 Graham Market Research, Inc. Birmingham, AL

Office Manager

- Supervised an office of 15 employees and was responsible for recruiting and conducting market surveys, research, and focus groups for clients.
- Gained experience in door-to-door fieldwork, executive interviewing, and mystery shopping.

Education:

Graduated 1988 University of West Florida Pensacola, FL

Bachelor of Science Degree in Marketing with a Minor in Management. Received acceptance in the Masters' Program. Played on Intramural Softball Team and member of ADPi Sorority. Completed an internship with the United Way of Escambia County, Florida.

Graduated 1985 Pensacola Junior College Pensacola, FL

Associate of Arts Degree in Business. Academic Honors List Award. Member of Alpha Beta Gamma - National Business Honor Society.

Professional Memberships/Development:

Received the distinction of the Certified Marketing Executive from the Credit Union Executive Society; member of the Credit Union Women's World Council; and member of the Public Relations Society of America. I am also a member of the U.S. Navy League of Pensacola and Santa Rosa County. I am a past graduate of the Pensacola Bay Area Chamber of Commerce LeaP Class of 2000. I am a member of the Credit Union National Association (CUNA) Marketing & Business Development Council. I serve on the League of Southeastern Credit Union's Image Task Force Committee for the development of the statewide Credit Union Awareness Campaign. I also serve on the Mayor of Pensacola's Financial Literacy Committee for the developing of financial literacy in the classrooms and the community.

Awards:

Awarded the Diamond Award by the Credit Union National Association (CUNA) Marketing & Business Development Council for Plastic Card Design and Outdoor Media. Awarded the Golden Mirror Award by the Credit Union Executive Society (CUES) for Newsletter, Radio, Television, and Outdoor Media. Nominated by CEO for the Credit Union Executive Society's Operations Professional of the Year. Received the Business Financial Academy of the Year Award by EscaRosa Career Academies. Received Naval Commendation for promoting awareness for the non-profit Navy-Marine Corps Relief Society.

Community Activities:

Active board member for Gulf Coast Crime Stoppers. Past Board Member to the Friends of the Pensacola Public Library (1992-1999), USO – Pensacola, and Pensacola Historical Society. Current member of the Junior League of Pensacola Sustainers, First City Arts Center Pottery Guild, Wide Angle Photo Club, Avante Garde, and Pensacola Bay Area Chamber of Commerce Military Affairs Committee.

Personal:

Excellent health; hobbies: love to travel, swimming, snorkeling, scuba diving, boating, sailing regattas, bow fishing, pottery, photography, reading a good mystery, and experimenting with new recipes.

References: Professional and personal references are available upon request.

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Wednesday, January 27, 2016 11:25 AM
To: Judy H. Witterstaeter
Subject: Escambia County [General Alerts] Volunteers Wanted for West Florida Public Libraries Board of Governance

View E-Mail In Browser

my escambia

Volunteers Wanted for West Florida Public Libraries Board of Governance

Wednesday, January 27, 2016 - 11:15am

The Escambia County Board of County Commissioners is seeking county residents interested in volunteering to fill vacancies on the West Florida Public Libraries Board of Governance.

The duties of the Board include establishing policy and overseeing the management of Escambia County library services and to make recommendations to the BCC regarding the annual budget according to the purposes and authority set forth in resolutions, interlocal agreements and other agreements, as well as state and federal laws. These duties also include establishing an annual plan of service and the long-range strategic planning of library services.

West Florida Public Libraries provides service to all of Escambia County, with the Board typically meeting on the fourth Monday of the month from 4 to 6:30 p.m.

Residents interested in serving on the board are asked to submit a resume and letter indicating their desire to serve by close of business on Tuesday, Feb. 9. Resumes should be submitted to Todd J. Humble, Director, West Florida Public Libraries, 239 N. Spring Street, Pensacola, Fla., 32502 or by email to tjhumble@mywfpl.com.

Source URL (retrieved on 01/27/2016 - 11:24am):
http://myescambia.com/home/news/volunteers-wanted-west-florida-public-libraries-board-governance

Unsubscribe from this newsletter

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

BCC: 03-03-2016

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

BALLOT

WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE

_____**Reappoint Lynne C. Tobin**

_____**Reappoint Frances Yeo**

_____**Appoint Larry Beall**

_____**Appoint Jerry M. Crumly**

_____**Appoint John E. Dickson**

_____**Appoint John David Huddleston**

_____**Appoint Donna Gail Spencer**

_____**Appoint Vivian Street**

_____**Appoint Dean Turner**

_____**Appoint Patricia M. Veal**

SIGNATURE: _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9869 **County Attorney's Report** **9. 1.**
BCC Regular Meeting **Action**
Meeting Date: 03/03/2016
Issue: Agreements with the Poarch Band of Creek Indians relating to Fire Protection Services
From: Kristin Hual, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Memorandum of Agreement and Mutual Aid Agreement with the Poarch Band of Creek Indians relating to Fire Protection Services.

That the Board take the following action:

A. Approve the Memorandum of Agreement with the Poarch Band of Creek Indians relating to Fire Protection Services for Tribe property located on the 8100 block of Nokomis Road;

B. Approve the Mutual Aid Agreement relating to Fire Protection Services for Tribe property located on the 8100 block of Nokomis Road; and

C. Authorize the Chairman to execute the Memorandum of Agreement; and

D. Authorize the Fire Chief, on behalf of Escambia County, by and through the Fire Rescue Division of the Department of Public Safety, to execute the Mutual Aid Agreement.

BACKGROUND:

Certain real property located on the 8100 block of Nokomis Road in Escambia County, Florida, is held in trust by the United States of America for the benefit of the Poarch Band of Creek Indians (Tribe). The subject property is exempt from ad valorem taxes and ad valorem assessments.

The Memorandum of Agreement establishes the terms and conditions whereby the County shall provide fire protection services for the Tribe's property, and, in turn, the Tribe shall pay the County at a rate equivalent to the current commercial property rate for the non-ad valorem special assessment for the County's Municipal Service Benefit Unit for fire protection services. The Mutual Aid Agreement sets forth the terms whereby

the Escambia County Fire Rescue Division of the Department of Public Safety and the Tribe Fire Department may provide mutual aid and cooperate at the scene of any fire or emergency on Tribe property.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Kristin D. Hual prepared the Agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Memorandum of Agreement

Mutual Aid Agreement

MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE POARCH BAND OF CREEK INDIANS RELATING TO FIRE PROTECTION SERVICES

This Memorandum of Agreement is made and entered into this ____ day of _____, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida, acting through its Board of County Commissioners, with an administrative address of P.O. Box 1591, Pensacola, Florida 32597, and the Poarch Band of Creek Indians, a federally recognized Indian Tribe, with an administrative address of 5811 Jack Springs Road, Atmore, Alabama 36502.

WITNESSETH:

WHEREAS, the Poarch Band of Creek Indians (hereinafter referred to as "Tribe") is a federally recognized Indian Tribe whose principal place of business is located within the exterior boundaries of the State of Alabama. The Tribe is recognized by the United States Government, Department of the Interior and the Bureau of Indian Affairs, with approximately 335 acres of land located within the external boundaries of Alabama which is held in trust by the United States of America for the benefit of the Tribe; and

WHEREAS, the United States of America also holds title in trust for the Tribe certain real property located on the 8100 block of Nokomis Road in Escambia County, Florida more particularly described in the attached deed labeled **Exhibit A** (hereinafter referred to as the "Property"); and

WHEREAS, Escambia County, Florida, by and through the Fire Rescue Division of the Department of Public Safety (hereinafter referred to as "County"), maintains fire protection equipment and personnel for the purpose of responding to fires and other emergencies; and

WHEREAS, the Tribe and County desire that the County provide fire protection services for the Tribe's Property as provided herein; and

WHEREAS, the parties find that the provision of such fire protection services for the Property serves a valid public purpose.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein the Parties agree as follows:

Article 1. Purpose.

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

1.2 The purpose of this Agreement is to establish the terms and conditions under which the County will provide fire protection services for the Tribe's Property as provided herein. For the purpose of this Agreement, "fire protection services" shall mean fire suppression services, including response to actual or impending fire incidents, hazardous materials incident response, rescue services, and extrication and disentanglement services.

Article 2. Responsibilities of the Parties.

2.1 The County agrees:

(a) To automatically dispatch fire protection services to all emergency incidents at or near the Property and including all areas within the boundaries of the Property.

(b) To coordinate with other fire protection service organizations as necessary for the purpose of providing fire protection services at or near the Property and including all areas within the boundaries of the Property.

2.2 The Tribe agrees:

(a) In exchange for the provision of fire protection services referenced above by County, Tribe agrees to pay County .045 cents per square foot of all improvements to the Property. Said rate shall be the equivalent of the current commercial property rate for the non-ad valorem special assessment for the County's Municipal Service Benefit Unit for fire protection services and is subject to adjustment on an annual basis. Any adjustment to the rate shall be consistent with adjustments to the commercial property rate for the non-ad valorem special assessment for the County's Municipal Service Benefit Unit for fire protection services. Rate adjustments shall be memorialized by written amendment to the Agreement.

(b) To pay County for false fire alarms reported from any area within the boundaries of the Property as provided in the penalty fee assessment, attached hereto as **Exhibit B**.

(c) To pay all amounts due under this Agreement within thirty (30) days of receipt of an invoice.

Article 3. General Provisions.

3.1 Public Records. The parties acknowledge that this Agreement and any documents that are directly related to and necessary for this Agreement may be subject to disclosure to members of the public by the County pursuant to Chapter 119, Florida Statutes, as amended. The parties agree to be governed by the disclosure requirements of that Chapter with respect to those documents only. Except as otherwise specifically provided herein, nothing shall be construed to obligate the Tribe to comply with Chapter 119, Florida Statutes.

3.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties stipulate that venue for any court action shall be in a federal district court for the County of Escambia, State of Florida.

3.3 Term. The term of this Agreement shall commence upon execution by both parties and continue for a period of one (1) year unless earlier terminated as provided herein. Thereafter, the Agreement shall automatically renew for additional one (1) year periods unless earlier terminated by either party as provided herein.

3.4 Termination. The parties reserve the right at any time during the term, and for any reason whatsoever in either party's sole discretion, to terminate this Agreement. Each party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination for convenience by the Tribe shall be effective immediately upon receipt of such notice. The termination for convenience by the County shall be effective thirty (30) days following the date of the receipt of such notice and shall result in proration of the amounts due from the Tribe under this Agreement. In no event shall a termination for convenience be deemed a default under this Agreement, and a termination for convenience shall not subject a party to any penalty, claim for damages, liquidated damages, or any other claim of any type.

3.5 Notices. All notices required by the Agreement to be given by one party to the other shall be effective only when sent in writing, either hand delivered or mailed by registered or certified mail, return receipt requested, addressed as follows:

To Tribe:	To County:
Poarch Band of Creek Indians	County Administrator
5811 Jack Springs Road	221 Palafox Place, Suite 420
Atmore, AL 36502	Pensacola, Florida 32502

All notices required or to be given hereunder shall be deemed to have been properly given on the third day after being deposited in the United States Mail, with adequate postage, sent by registered or certified mail with return receipt requested, to the appropriate party at the addresses set out above, or when delivered after being deposited with a nationally recognized overnight courier such as Federal Express, Express Mail, or other such overnight delivery service for next-day delivery. 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 ten (10) days prior notice of the address change.

3.6 Miscellaneous. All references to Florida law, including any referenced statutes, and/or Escambia County, Florida Ordinances are for convenience only and do not constitute an implied or express waiver of sovereign immunity or consent by the Tribe to the application of State or local law on or to the Tribe or Tribal trust property. For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations 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 either party 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 this Agreement, it shall immediately notify the other party and request clarification of its 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 the terms and provisions hereof.

3.7 Severability. The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion 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.

3.8 Entire Agreement. This Agreement, including its schedules, exhibits, and other documents attached hereto, constitutes the entire and integrated Agreement between the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and Agreements, whether written or oral, with respect to the subject matter hereof.

3.9 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 in the event of a continuing or subsequent default on the part of either party.

3.10 Effective Date. This Agreement shall become effective upon the date last executed by the parties named herein.

(Signature Page Follows)

SAMPLE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners signing by and through its Chairman, authorized to execute same by Board action and the Poarch Band of Creek Indians, by and through its Chairman, duly authorized to execute same.

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

By:_____
Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved:_____

By: _____
Deputy Clerk

(SEAL)

TRIBE:
THE POARCH BAND OF CREEK INDIANS

By:_____
Tribal Chair, Stephanie A. Bryan

_____
Witness

_____
Witness

Approved as to form and legal sufficiency.

By/Title: KA Wal ACH
Date: 1/4/16

SAMPLE

O.R. 1991 PAGE 537

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 208 Page 26

STATE OF FLORIDA :
: STATUTORY WARRANTY DEED
ESCAMBIA COUNTY :

KNOW ALL MEN BY THESE PRESENTS: That POARCH BAND OF CREEK INDIANS, a federally recognized Indian tribe organized under the laws of the United States, the Grantor, Route 3, Box 243-A, Atmore, Alabama 36502, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS to it in hand paid by UNITED STATES OF AMERICA, in trust for the Poarch Band of Creek Indians as authorized by Sec. 5 of the act of June 18, 1934 (48 Stat. 985, 25 U.S.C. 465), Route 3, Box 243-A, Atmore, Alabama 36502, the Grantee, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto the said Grantee, its successors in trust and assigns forever, the following described real property situated in Escambia County, Florida, to-wit:

> Commence at the Southeast corner of the Northwest Quarter of Section 5, Township 5 North, Range 33 West, Escambia County, Florida; thence go West along the South line of the Northwest Quarter of said Section 5 for a distance of 420 feet; thence run North for a distance of 40 feet to the point of beginning; thence continue North along said line for a distance of 210 feet; thence run West for a distance of 210 feet; thence run South for a distance of 210 feet; thence run East 210 feet to the point of beginning, containing one acre, more or less,

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and rights of homestead.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed this 21st day of November, 1984.

POARCH BAND OF CREEK INDIANS

Signed, sealed and delivered in the presence of:

By: Eddie L. Tullis
Tribal Chairman

Attest: Eugene Madrid
Secretary

EXHIBIT
A

EXHIBIT B

FALSE FIRE ALARM FEE SCHEDULE

No fee shall be charged for the first false fire alarm in any calendar year. For each subsequent false fire alarm that occurs during the calendar year, Tribe shall be charged a fee based upon the following fee schedule:

Second false fire alarm:	$50.00
Third false fire alarm:	$50.00
Fourth false fire alarm:	$100.00
Fifth false fire alarm:	$200.00
Sixth false fire alarm:	$300.00
Seventh false fire alarm:	$400.00
Eighth and each additional false fire alarm:	$500.00

After the first and each additional false fire alarm in any calendar year, Tribe must, within 30 days thereafter, file a written certificate with the Escambia County Fire Chief from a licensed fire alarm contractor certifying that the fire alarm system has been inspected and is functioning properly.

MUTUAL AID AGREEMENT

Between

Escambia County, Florida, by and through the Fire Rescue Division of the Department of Public Safety, and the Poarch Band of Creek Indians, by and through its Fire Department

Mutual Aid Agreement

We, the undersigned authorized representatives of the Escambia County Fire Rescue ("County") and the Poarch Band of Creek Indians Fire Department ("Tribe"), do hereby agree to cooperate at the scene of any fire or emergency wherein human lives and/or property are threatened on the Tribe's property located in the 8100 block of Nokomis Road in Escambia County, Florida, more particularly described in Exhibit "A" attached hereto. We further agree to abide by the rules and regulations as set forth in this Agreement:

1. Departments agree to provide mutual aid, both upon specific request or automatic alarm assignment, to any emergency with available personnel and equipment. Mutual aid will not be provided if the Tribe feels that rendering such aid will place its other properties or operations in jeopardy.

2. The request for assistance should be made by an officer or the incident commander ("IC") of the department needing such aid. Such requests are to be made through each department's Emergency Communications Center (ECC).

3. All departments agree that assistance in the form of manpower and/or specialized equipment will only be rendered if specifically requested by the County, except as follows:

   A. Preplanned automatic alarm assignments (run orders) are established by agreement of the Chiefs of the departments involved and on file with each department's ECC.
   B. Run orders shall be established indicating the incident types and type(s) and kind(s) of resources required. Modifications to established run orders resulting in increased frequency shall only be made upon agreement of the involved parties.
   C. This Agreement shall supersede any other mutual aid agreements that the participating departments have with each other now.

4. When mutual aid has been requested and is subsequently determined to be unnecessary, the incident commander for the County will cancel the responding mutual aid from the Tribe. The Tribe's responding units shall not be cancelled unless it is

determined that units from the County will arrive on scene prior to units from the Tribe, and that the Tribe's response and mutual aid will not be needed.

5. Whenever the Tribe is unable to respond to a request for aid, the Tribe shall immediately notify the County's ECC who shall advise the County so that alternative arrangements can be made.

6. The County department requesting mutual aid will make every attempt to accurately describe the location, the equipment needed, number of personnel requested, and the condition of the emergency. The Tribe's responding unit(s) will follow all instructions as completely as possible.

7. Unless directed otherwise, upon arrival at the incident scene, responding units will assume Level I staging, and the officer in charge (OIC) of the mutual aid resources will await direction from the IC for assignment. The OIC will deploy his personnel and equipment as directed by the IC. The first department on scene will establish incident command and direct on-scene operations until relieved by an authorized representative of the County.

8. Once on scene of any incident, mutual aid units shall not secure their operations (leave the scene) until the IC has released such units from the scene. In the event that the personnel or equipment of the Tribe is in jeopardy or in the event that the Tribe needs to respond to an incident within their own jurisdiction, the on-scene OIC of such department shall immediately notify the IC of the need to secure their operations and return to their own district. In this event, the IC shall make arrangements to release such units as quickly and safely as possible.

9. The department providing mutual aid shall be responsible for maintaining appropriate certification and insurance for all personnel providing mutual aid.

10. This Agreement shall remain in full force and effect for as long as the Memorandum of Agreement between Escambia County and the Poarch Band of Creek Indians relating to Fire Protection Services remains in effect unless earlier terminated at the request of either party upon the requesting party providing at least thirty (30) days' written notification of such request to the other party and each department's ECC.

Notwithstanding any of the above, both departments hereby agree to work in harmony for the good of the fire service and for the protection of human life and property on the Tribe's property located in the 8100 block of Nokomis Road in Escambia County, Florida, more particularly described in Exhibit "A". It is further agreed that any changes, alterations, amendments to this document will be made by agreement of the parties involved.

We hereby execute this agreement on this _____ day of _____, 2015.

_____	_____
Patrick T. Grace, Fire Chief	Ronnie Jackson, Fire Chief
Escambia County Fire Rescue	Poarch Creek Indians Fire Department

Approved as to form and legal sufficiency.
By/Title: [signature]
Date: 12/16/15

O.R. BOOK 1991 PAGE 537

BUREAU OF INDIAN AFFAIRS, WASH., D. C.
Deed Volume 208 Page 26

STATE OF FLORIDA :
: STATUTORY WARRANTY DEED
ESCAMBIA COUNTY :

KNOW ALL MEN BY THESE PRESENTS: That POARCH BAND OF CREEK INDIANS, a federally recognized Indian tribe organized under the laws of the United States, the Grantor, Route 3, Box 243-A, Atmore, Alabama 36502, for and in consideration of the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS to it in hand paid by UNITED STATES OF AMERICA, in trust for the Poarch Band of Creek Indians as authorized by Sec. 5 of the act of June 18, 1934 (48 Stat. 985, 25 U.S.C. 465), Route 3, Box 243-A, Atmore, Alabama 36502, the Grantee, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto the said Grantee, its successors in trust and assigns forever, the following described real property situated in Escambia County, Florida, to-wit:

> Commence at the Southeast corner of the Northwest Quarter of Section 5, Township 5 North, Range 33 West, Escambia County, Florida; thence go West along the South line of the Northwest Quarter of said Section 5 for a distance of 420 feet; thence run North for a distance of 40 feet to the point of beginning; thence continue North along said line for a distance of 210 feet; thence run West for a distance of 210 feet; thence run South for a distance of 210 feet; thence run East 210 feet to the point of beginning, containing one acre, more or less,

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and rights of homestead.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed this 21st day of November, 1984.

POARCH BAND OF CREEK INDIANS

Signed, sealed and delivered in the presence of:

By: Eddie L. Tullis
Tribal Chairman

Attest: Eugene Madrid
Secretary

EXHIBIT
tabbies
A

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-9871 **County Attorney's Report** **9. 2.**
BCC Regular Meeting **Action**
Meeting Date: 03/03/2016
Issue: Connie Tidwell's Workers' Compensation Settlement
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Connie Tidwell's Workers' Compensation Settlement.

That the Board approve additional payment to the Claimant, Connie Tidwell, in the sum of $5,133.00 for a total of $160,000.00 inclusive of all outstanding attorney's fees and costs for a full and complete settlement of Ms. Tidwell's workers' compensation claim.

BACKGROUND:

This Board approved a workers' compensation settlement of Ms. Tidwell's claim at a regularly scheduled meeting of November 5, 2015 in the sum of $154,867.00. However, Ms. Tidwell's former attorney asserted entitlement to additional fees beyond the authorized amount of $9,867.00. The County's excess carrier extended authority to resolve the fee lien for an additional $5,133.00 which was more than the amount approved by the Board on November 5, 2015. Because the expenditures in this case have exceeded the self-insured retention level, any additional funds would be paid by the excess carrier.

Therefore, it is the recommendation of this office, as well as the attorney retained by League of Cities to represent the County in the workers' compensation matter, that this Board authorize an additional $5,133.00 for resolution of the attorney fee lien. Of the settlement sum, Escambia County will be responsible for $38,928.23. The excess carrier will pay the rest, including the additional $5,133.00.

BUDGETARY IMPACT:

Payment of $38,928.23 as part of County's self-insured retention.

LEGAL CONSIDERATIONS/SIGN-OFF:

The attorneys retained by Safety National, the excess carrier, will prepare washout settlement documents and take the necessary steps to have the washout settlement approved by the Judge of Industrial Claims.

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-9885 **County Attorney's Report** **9. 3.**
BCC Regular Meeting **Action**
Meeting Date: 03/03/2016
Issue: Notice of Tort Claim of Tiaria Pierce - Date of Loss March 16, 2015
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning payment of administrative tort claim in the sum of $16,000.00 to Tiaria Pierce and her attorney, Christopher Vlachos.

That the Board approve payment in the sum of $16,000.00 to Tiaria Pierce and Christopher Vlachos, her attorney, in exchange for the execution of a General Release and Hold Harmless Agreement.

BACKGROUND:

Ms. Pierce has filed a notice of claim pursuant to § 768.28, Fla. Stat. pertaining to injuries suffered in an automobile accident in which she was the driver of a four-door sedan which was struck in the rear by an ambulance driven by a County EMT. The driver of the ambulance was ticketed for careless driving. Ms. Pierce was transported to Sacred Heart Hospital for emergency treatment. Immediately after the accident, she complained of neck and back pain, according to the patient care form prepared by a second ambulance crew who attended to her and transported her to the hospital. Treatment at Sacred Heart Hospital confirmed that Ms. Pierce was experiencing pain to her neck, and lower back pain following the collision. She was prescribed pain and anti-inflammatory medication.

After being discharged from the hospital, she followed up with Dr. Erin Currier, D.C., a chiropractic physician who treated her for headaches and neck and back pain for a period of approximately four months. Her chiropractic physician eventually discharged her with a 15% permanent impairment to the whole person according to the AMA Guides to the Evaluation of Permanent Impairment. Dr. Currier recommended limitations on activities of refraining from lifting anything over thirty pounds, activities involving pushing or pulling of the shoulders, and bending or twisting at the waist, as these movements would exacerbate injuries to the upper and lower back. According to Dr. Currier, Ms. Pierce would need supportive care approximately one to two times per month in the future to reduce the symptoms of this type of traumatic injury. She also opined that Ms. Pierce would be predisposed to developing post-traumatic osteoarthritis in the neck and

lower back areas of her spine.

It is the recommendation of this office to settle this claim for the sum of $16,000.00, as it is within the reasonable range of verdicts for this type of injury. This settlement is being made pre-suit and will avoid the costs to the County of engaging an independent medical examiner in the realm of orthopedic practice and retaining a biomechanical engineer to determine the forces exerted on Ms. Pierce's spine from the rear-end accident. Although Ms. Pierce's PIP insurance paid for a majority of her medical expenses, she has $9,982.95 in unpaid medical expenses.

BUDGETARY IMPACT:

$16,000.00 to be paid from general reserves.

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's Office will prepare general release and hold harmless agreement.

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-9905 **County Attorney's Report** **9. 4.**
BCC Regular Meeting **Action**
Meeting Date: 03/03/2016
Issue: Scheduling Attorney/Client Session on March 17, 2016 to Discuss Pending Litigation in Dellaina Merritt v. Escambia County
From: Charles Peppler, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney/Client Session on March 17, 2016 at 3:30 p.m. to Discuss Pending Litigation in the case of Dellaina Merritt v. Escambia County, Civil Action 3:15-cv-00286-MCR/EMT.

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.01(8), Fla. Stat. for March 17, 2016 at 3:30 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, March 5, 2016.

PUBLIC NOTICE

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the case of Dellaina Merritt v. Escambia County, Civil Action: 3:15-cv-00286-MCR/EMT in accordance with Section 286.01(8), Fla. Stat. Such attorney/client session will be held on Thursday, March 17, 2016 at 3:30 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Grover C. Robinson, IV, Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Charles V. Peppler, Deputy County Attorney and a certified court reporter will attend the attorney/client session.

BACKGROUND:
To be provided to the Board at the attorney/client session.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.
