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

CHAMBER RULES

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

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA

Board of County Commissioners

Regular Meeting – August 18, 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 Underhill.
- 3. Pledge of Allegiance to the Flag.
- 4. Are there any items to be added to the agenda?

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

- 5. Commissioners' Forum.
- Retirement Proclamation.

<u>Recommendation:</u> That the Board adopt the Proclamation commending and congratulating Glenda S. Gulsby Garrett, Director's Aide, Building Services Department, on 22 years of dedicated service.

7. Written Communication:

A. July 27, 2016, E-mail communication from Stephen M. Guttmann, Attorney for the Estate of George Dees, requesting that Escambia County provide relief of Code Enforcement Lien through a Partial Release for property located off Hollywood Avenue (PR# 09-2S-30-020-0010-001).

<u>Recommendation:</u> That the Board review and consider Lien Relief request made by Stephen M. Guttmann, Attorney for Estate of George Dees, attached to property which is located off Hollywood Avenue (PR# 09-2S-30-020-0010-001).

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Mr. Guttmann appeared before the Board at the July 7, 2016, Board Meeting to request relief. The Board voted 4-0 approving to release the liens on collection of all hard costs.

B. August 8, 2016, E-mail communication from Daniel Saba, Attorney for Farm Hill, and Stephen Moorhead, Attorney for Thomas Home Corporation, requesting that the Board consider an appeal filed by Thomas Home Corporation concerning the Farm Hill Franchise Agreement.

<u>Recommendation:</u> That the Board consider an appeal filed by Thomas Home Corporation concerning the Farm Hill franchise Agreement.

On April 18, 2016, Mr. Henry filed a complaint against Farm Hill and on April 28, 2016, Angela Jones with the law firm of Locklin, Saba, Locklin & Jones, P.A., sent a letter to Mr. Henry explaining Farm Hill's policy regarding payment of these fees in residential developments. Mr. Henry is unhappy that Farm Hill requires payment of per-lot impact fees at the time of platting instead of when each lot is developed. In this case, Mr. Henry paid the fees and now desires a refund and an amendment to Farm Hill's policy.

Both parties are in the process of continued negotiations in hopes to come to a resolution to the complaint before the Board meets.

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

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

9. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance establishing a moratorium on permitting medical marijuana dispensaries.

<u>Recommendation</u>: That the Board adopt the Ordinance placing a temporary moratorium on the permitting of medical marijuana dispensaries, so that County staff may review and evaluate County ordinances and regulations governing such land uses.

This hearing serves as the second of two recommended Public Hearings before the Board of County Commissioners.

10. Committee of the Whole Recommendation.

Recommendation: That the Board take the following action:

A. Approve amending Item 7 on the list of Rural Work Program Requests for 2016, to extend lane widening and shoulder paving on County Road 99, from State Road 97 to the Alabama State line, as recommended by the Committee of the Whole (C/W), at the July 14, 2016, C/W Workshop (C/W Item 4).

B. Approve sunsetting the Animal Services Advisory Committee and recognizing the people who have served so well on it at a scheduled meeting, and direct staff to prepare that Proclamation and recognition, as recommended by the C/W, at the August 11, 2016, C/W Workshop (C/W Item 4).

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
- Recommendation Concerning Acceptance of TDT Collection Data for the June 2016 Returns Received in July 2016

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the June 2016 returns received in the month of July 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2016; total collections for the month of June 2016 returns was \$1,478,721.56; this is a 4.70% increase over the June 2015 returns; total collections year to date are 9.52% more than the comparable time frame in Fiscal Year 2015.

2. Recommendation Concerning Documents Provided to the Clerk to the Board's Office

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

- A. The Escambia County Health Facilities Authority, Pensacola, Florida, Financial Statements, September 30, 2015 and 2014, as provided by Paula Drummond, Executive Director/General Counsel of the Escambia County Health Facilities Authority; and
- B. The August 1, 2016, Tentative Budget Submission (Pursuant to section 373.536, Florida Statutes), for the Northwest Florida Water Management District (NFWMD), as provided by April Murray, Budget Analyst, NFWMD.

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 4, 2016;
- B. Approve the Minutes of the Attorney-Client Session held August 4, 2016; and
- C. Approve the Minutes of the Regular Board Meeting held August 4, 2016.

GROWTH MANAGEMENT REPORT

- I. Action Item
- 1. Recommendation Concerning Final Plat Lost Key C11 Townhome Permit #150500023

That the Board take the following action concerning recording of the Final Plat of Lost Key C11 Townhome, (a 90-lot, townhome private residential subdivision with private street), located in the Lost Key Golf and Beach Club community at Perdido Key and lying west of Lost Key Boulevard and south of Semmes Street. Owned and developed by WCI Communities, LLC. The approval of a final plat allows the recording of the plat in the public records when its content and form are consistent with state and county requirements and with any applicable conditions of its approved preliminary plat and infrastructure construction plan, as set forth in Section 2-5.7, of the Escambia County Land Development Code; prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

- A. Approve the final plat for recording;
- B. Approve the street names "Salt Meadow Drive and Lost Key Boulevard".
- II. Consent Agenda
- 1. Recommendation Concerning the Scheduling of Public Hearing

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

Thursday, September 1, 2016

5:50 p.m.- A Public Hearing - Adding Limited Agricultural Uses in the Future Land Use Categories Mixed-Use Suburban and Mixed-Use Urban - CPA-2016-01 (second of two public hearings)

COUNTY ADMINISTRATOR'S REPORT

- I. Technical/Public Service Consent Agenda
- Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 19, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the July 19, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

2. Recommendation Concerning an Appointment to the CareerSource Escarosa
Board of Directors - Tonya Gant, Neighborhood & Human Services Department
Director

That the Board confirm the appointment of Kathaleen L. Cole, Campus President at Fortis Institute, as the training, private-for-profit representative on the CareerSource Escarosa Board of Directors effective August 18, 2016, through August 18, 2019. The request will allow for compliance with the CareerSource Escarosa Board of Director's By-Laws regarding Board representation and terms.

3. Recommendation Concerning the Request for Disposition of Property for Management and Budget Services - Amy Lovoy, Assistant County Administrator

That the Board approve the Request for Disposition of Property Form for Management and Budget Services, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or disposed of properly.

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

That the Board take the following action concerning the Request for Disposition of Property and the Request for Reinstatement of Property Forms for the Risk Management Office for property described and listed on the forms, with reasons for disposal/reinstatement stated:

- A. Rescind the Board's action of October 22, 2015, approving the Request for Disposition Form for the Risk Management Office, for the property described and listed on the Disposition Form, which incorrectly listed the Property Number of the Sharp fax machine as 057943, the number of a Sharp AR M257 copier;
- B. Approve the Request for Reinstatement of Property Form to reinstate the Sharp AR M257 copier, Property Number 057943, that was incorrectly listed as a Sharp fax machine; and
- C. Approve the Request for Disposition of Property Form for disposition of the Sharp fax machine, Property Number 51637. This item has been found to be of no further usefulness to the Risk Management Office; thus, it is requested that it be auctioned as surplus or disposed of properly.
- 5. Recommendation Concerning the Request for Disposition of Property for the Department of Natural Resources Management J. Taylor "Chips"

 Kirschenfeld, Natural Resources Management Department Director

That the Board approve the six Request for Disposition of Property Forms for the Department of Natural Resources Management, for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly. 6. Recommendation Concerning a Temporary License Agreement with River Resources, LLC, for Temporary Use of County-Owned Property for Removal and Staging of Logs for a Logjams Project on the Perdido Landfill Site - J. Taylor "Chips" Kirschenfeld, Natural Resources Management Department Director

That the Board take the following action concerning a Temporary License Agreement with River Resources, LLC, for temporary use of County-owned property for staging and removal of logs for a logjams project on the Perdido Landfill site:

- A. Approve the Temporary License Agreement with River Resources, LLC, for temporary use of County-owned property for staging and removal of logs for a logjams project on the Perdido Landfill site; and
- B. Authorize the Chairman, contingent upon Florida Department of Environmental Protection (FDEP) permit modification, to sign the Agreement and other future Agreement-related documents including no-cost extensions, subject to Legal review and sign-off, without further action from the Board.
- 7. Recommendation Concerning a License Agreement between Industrial
 Environmental Consultants, LLC, and Escambia County for Access to Closed
 County Property (Mobile Highway Landfill) Patrick T. Johnson, Waste
 Services Department Director

That the Board take the following action concerning the License Agreement between Industrial Environmental Consultants, LLC, (IEC) and Escambia County:

A. Approve the License Agreement, subject to Legal review and sign-off, between Industrial Environmental Consultants, LLC, (IEC) and Escambia County, for the purpose of granting temporary access and use of closed County property, (Mobile Highway Landfill), to prepare a Florida Department of Environmental Protection (FDEP) directed Site Assessment Report and to collect groundwater samples from an existing groundwater monitoring well (MW-18I); and

B. Authorize the Chairman to sign the License Agreement.

8. Recommendation Concerning Memorandum of Agreement between the Florida Department of Corrections and Escambia County Fire Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Memorandum of Agreement (MOA) #A3950, between the Florida Department of Corrections and Escambia County Fire Department:

A. Approve the MOA to establish and maintain support during an actual or anticipated emergency at the Century Correctional Institution that is effective September 15, 2016, and shall remain in effect for the duration of services provided, but no later than September 14, 2021; and

- B. Authorize the Chairman to execute the MOA.
- 9. Recommendation Concerning the 2016 Major Transit Development Plan
 10-Year Update Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the 10-Year Transit Development Plan (TDP) Update for the Board of County Commissioners:

A. Adopt the Resolution adopting the Escambia County 10-Year TDP Major Update, which establishes strategic goals and initiatives to be used as a guide in the future development of Escambia County Area Transit (ECAT) service levels, ensuring that ECAT programs are eligible for State Transit Block Grant and other transit funding available from the Florida Department of Transportation (FDOT); and

- B. Authorize the Chairman to sign the Resolution.
- 10. Recommendation Concerning a Reappointment to the Escambia County

 Health Facilities Authority, as Requested by Paula G. Drummond, Executive

 Director and General Counsel Jack R. Brown, County Administrator

That the Board reappoint Commander Michael S. Kohler to the Escambia County Health Facilities Authority (Authority), effective August 22, 2016, through August 21, 2020, as requested on behalf of the Authority by Paula G. Drummond, Executive Director and General Counsel.

A General Alert was posted on the County's website, from July 8, 2016, to July 22, 2016, to seek volunteers to be considered for an appointment to the Escambia County Health Facilities Authority. The letter from Paula Drummond with Commander Kohler's Resume attached is the only response received.

11. Recommendation Concerning the CareerSource Escarosa Designation as a Direct Provider - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the CareerSource Escarosa request to become designated as a Direct Provider of Workforce Services. This designation will align CareerSource Escarosa with Workforce Innovation Opportunity Act (WIOA) regulations and allow continued functions in a manner which best serves the clients and the region's employers.

II. Budget/Finance Consent Agenda

 Recommendation Concerning Group Medical Insurance Administrative Services Agreement - Thomas G. "Tom" Turner - Human Resources Department Director

That the Board approve and authorize the County Administrator to sign the Amendment to Administrative Services Agreement between Blue Cross Blue Shield of Florida, Inc., d/b/a Florida Blue, and the Escambia County Board of County Commissioners for Escambia County's Group Medical Insurance, PD 14-15.069.

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

Recommendation Concerning Commercial Sign Grant Program Funding
 Agreement for 314 South Navy Boulevard - Tonya Gant, Neighborhood
 & Human Services Department Director

That the Board ratify the following August 18, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 314 South Navy Boulevard:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Carco Properties, Inc., owner of commercial property located at 314 South Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, in the amount of \$1,548, representing an in-kind match through the Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 370212, Object Code 58301, to install new sign; and

B. Authorizing the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.

3. Recommendation Concerning the Cancellation of a Commercial Façade, Landscape, and Infrastructure Grant Program Lien - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following August 18, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Façade, Landscape, and Infrastructure Grant Program Lien:

A. Approving the following Cancellation of a Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	Address	Amount
Ball Bushing Warehouse, LLC	3825 West Navy Boulevard	\$8,600

- B. Authorizing the Chairman to execute the Cancellation of Lien document.
- 4. Recommendation Concerning the Cancellation of Residential Rehab Grant
 Program Liens Tonya Gant, Neighborhood & Human Services Department
 Director

That the Board ratify the following August 18, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of five Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Sarah Bowlby	2612 West Jackson Street	\$5,456
Pamela T. Clyde	303 Southeast Kalash Road	\$2,400
Lynwood V. and Vicki A. Fletcher	632 Lakewood Road	\$5,600
Cecile Hines	13 Audusson Avenue	\$3,643
Curtis and Elizabeth Hughley	303 Lakewood Road	\$3,295

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

5. Recommendation Concerning a Residential Rehab Grant Program Funding
Agreement - Tonya Gant, Neighborhood & Human Services Department
Director

That the Board ratify the following August 18, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding Agreement at 617 Lakewood Road:

A. Rescinding the Board's action of July 19, 2016, approving the Residential Rehab Grant Program Funding Agreement between Escambia County CRA and Arthur and Mary Jane Moore, owners of residential property located at 617 Lakewood Road, Barrancas Redevelopment District, in the amount of \$2,162, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for storm shutter installation, CAR II-A(11), to correct, due to a scrivener's error, the maximum amount of the Grant noted in Item 3 of the Funding Agreement from \$6,000, to \$2,162;

- B. Approving Residential Rehab Grant Program Funding Agreement between Escambia County CRA and Arthur and Mary Jane Moore, owners of residential property located at 617 Lakewood Road, in the Barrancas Redevelopment District, in the amount of \$2,162, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for storm shutter and window installation; and
- C. Authorizing the Chairman to sign the Funding Agreement between Escambia County CRA and Arthur and Mary Jane Moore.

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

That the Board ratify the following August 18, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

- A. Approving the following 10 Residential Rehab Grant Program Funding and Lien Agreements:
- 1. The Agreements between Escambia County CRA and Brian M. Curley, owner of residential property located at 3118 West Gadsden Street, Brownsville Redevelopment District, each in the amount of \$2,595, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;
- 2. The Agreements between Escambia County CRA and Carol A. McKenzie, owner of residential property located at 101 Northwest Kalash Road, Warrington Redevelopment District, each in the amount of \$1,100, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
- 3. The Agreements between Escambia County CRA and Linda L. Suermann, owner of residential property located at 221 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$1,650, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
- 4. The Agreements between Escambia County CRA and Ruth E. Jernigan, owner of residential property located at 2612 West Blount Street, Brownsville Redevelopment District, each in the amount of \$2,137, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;
- 5. The Agreements between Escambia County CRA and Helen Hartung, owner of residential property located at 320 East Winthrop Avenue, Warrington Redevelopment District, each in the amount of \$2,112, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install new windows;
- 6. The Agreements between Escambia County CRA and Erin P. Dooley, owner of residential property located at 506 East Sunset Avenue, Warrington

Redevelopment District, each in the amount of \$4,500, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;

- 7. The Agreements between Escambia County CRA and Richard O. and Susan D. B. Edmonston, owners of residential property located at 213 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of \$2,298, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and storm shutters installation;
- 8. The Agreements between Escambia County CRA and James F. Irby, IV, owner of residential property located at 220 Bryant Road, Warrington Redevelopment District, each in the amount of \$1,361, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
- 9. The Agreements between Escambia County CRA and Karen D. Taylor, owner of residential property located at 219 Syrcle Drive, Warrington Redevelopment District, each in the amount of \$5,317, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for electrical rewiring and sanitary sewer connection;
- 10. The Agreements between Escambia County CRA and Robert Pollak and Stephanie Schowalter, owners of residential property located at 3719 Idlewood Drive, Brownsville Redevelopment District, each in the amount of \$5,231, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for central heating and air conditioning installation/window replacement and storm shutter installation; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

7. Recommendation Concerning Agreements for the County's Use of School Facilities - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Use of School Facilities Agreement with Addendum for the Escambia Cares Community Resource Expo Event scheduled for September 24, 2016, at C. A. Weis Elementary School and the use of a form Agreement with Addendum, executed by the County Administrator or his designee for all future uses of school facilities by the County:

- A. Approve the Use of School Facilities Agreement with Addendum for the Escambia Cares event scheduled for September 24, 2016, at C. A. Weis Elementary School;
- B. Authorize the Chairman to sign the Agreement with Addendum (the only signature required is on the last page of the Addendum);
- C. Approve the use of a form Agreement substantially in the form of the Use of School Facilities Agreement Form with Addendum for all future uses of Escambia County school facilities by the County; and
- D. Authorize the County Administrator or his designee to execute such form Agreement for all future uses of school facilities by the County (the only signature required is on the last page of the Addendum).
- 8. Recommendation Concerning the SHIP Program Agreement with Northwest Florida Community Housing Development Corporation Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the SHIP (State Housing Initiatives Partnership) Program Agreement with Northwest Florida Community Housing Development Corporation:

A. Approve the Escambia County SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement Disaster Recovery Housing Program with the Northwest Florida Community Housing Development Corporation, subject to Legal review and sign-off, to provide up to \$450,000 in SHIP funds to support replacement housing activities for affected tornado victims in Escambia County; and

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

[Funding: Fund 120/2016 SHIP, Cost Center 370202]

9. Recommendation Concerning SC 25 Xpress Scanner Lease for the Escambia County Development Services Department - Horace Jones, Development Services Department Director

That the Board award a Purchase Order for a 63-month Lease Option to Harris Business Machines, for the Development Services Department, for an SC 25 XPress scanner for an annual amount of \$1,579.08, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 116, Development Review, Cost Center 240302, Development Review Division, Object Code 54401 Rentals and Leases]

10. <u>Recommendation Concerning Supplemental Budget Amendment #203 - Stephan Hall, Budget Manager, Management and Budget Services</u>

That the Board adopt the Resolution approving Supplemental Budget Amendment #203, Transportation Trust Fund (175), in the amount of \$41,145, to recognize insurance proceeds received for damage to traffic equipment and other property at various locations throughout the County, and to appropriate these funds into the Road Department Cost Centers from where repair costs were expended.

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

That the Board adopt the Resolution approving Supplemental Budget Amendment #228, Other Grants and Projects Fund (110), in the amount of \$10,782, to recognize Grant proceeds from the Florida Department of State, and to appropriate these funds to be used to establish, expand, and improve access to, and participation in the election process for citizens with disabilities for the Supervisor of Elections Office (SOE) in Escambia County.

12. Recommendation Concerning Supplemental Budget Amendment #236 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #236, Local Option Sales Tax Fund III (352), in the amount of \$860,907, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program Agreement (LAP), and to appropriate these funds for construction of the Quietwater Beach Ferry Landing Project.

13. Recommendation Concerning the Extension of the 2016 Ad Valorem Property Tax Roll - Amy Lovoy, Assistant County Administrator

That the Board approve extending the 2016 Ad Valorem Property Tax Roll prior to the completion of the Value Adjustment Board hearings to afford the taxpayers of Escambia County the opportunity to pay their property taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

14. Recommendation Concerning Copier Lease with RJ Young Company, Inc.

- J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources

Management

That the Board award a Purchase Order for a 60-month lease for a Ricoh Model MPC4504 digital color copier system to RJ Young Company, Inc., for the Department of Natural Resources Management (Administration), for an annual amount of \$1,224, plus cost per copy at \$.0059 for black and white and \$.045 for color, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106 – Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 001, General Fund, Cost Center 220100, Natural Resources Management Admin, Object Code 54401, Rental and Leases]

15. Recommendation Concerning a Single Source Procurement with Thompson Tractor Company for Machine Repair/Rebuild of a Caterpillar 725, 6x6

Articulated Dump Truck - Patrick T. Johnson, Waste Services Department Director

That the Board approve a Single Source Procurement with Thompson Tractor Company for a machine repair/rebuild of a Caterpillar 725, 6x6 Articulated Dump Truck, Serial #B1L00354, PN 58821, in the amount of \$223,831. In compliance with the Local Preference Initiative, this Single Source Procurement for Machine Repair/Rebuild was posted on the County website for 7 days. No proposals were received.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401]

16. Recommendation Concerning the Third Amendment to the Agreement for Inmate Food Service - Chip W. Simmons, Assistant County Administrator

That the Board approve the Third Amendment to the Agreement for Inmate Food Service, PD 13-14.065, between Escambia County, Florida, and Aramark Correctional Services, LLC, which provides the food service to the Escambia County Jail and the Escambia County Work Release Facility. This Amendment increases the price per meal by \$0.0212, and will bring the total price per meal from \$0.8022 to \$0.8234, for both the Escambia County Jail and the Escambia County Work Release Facility, effective October 1, 2016.

[Funding will be available to cover this increased cost in General Fund 001; Jail Detention Cost Center 290401, Object Code 53401 and Misdemeanor Probation Fund 114; Residential Probation Cost Center 290305; Object Code 53401]

17. Recommendation Concerning a Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida - Chip W. Simmons, Assistant County Administrator

That the Board take the following action concerning a Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida:

A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida, that provides for vocational training of incarcerated adult students located at the Escambia County Road Prison, for a not-to-exceed amount of \$55,564.50, (\$30,564.50 for full time vocational instructor, \$5,000 for part time certified testing administrator, \$20,000 for materials, equipment and supplies); and

B. Authorize the Chairman to execute the Agreement.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290205, Inmate Commissary]

18. Recommendation Concerning the Purchase of Two New Ambulances for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of two new ambulances:

A. Authorize the County to utilize the State of Ohio State Term Contract STS233, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for two Navistar 4300 Series Chassis, for the Public Safety Department, to Halcore Group, Inc., (d/b/a Horton Emergency Vehicles), in the amount of \$497,040, according to the Specification Number VE 15-16.018, Public Safety VE Purchase #4 Medium Emergency Medical Vehicle.

In an effort to encourage competition from local businesses and in compliance with Board-adopted policy, this purchase was advertised on the County's website for 30 days. There were zero responses.

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 56401]

19. Recommendation Concerning the Acceptance of Two Drainage Easements and Two Temporary Construction Easements for the Carver Park East

Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works

Department Director

That the Board take the following action concerning acceptance of the donation of two Drainage Easements and two Temporary Construction Easements for the Carver Park East Drainage Improvement Project:

A. Accept the donation of two Drainage Easements and two Temporary Construction Easements located in the Cantonment area for the Carver Park East Drainage Improvement Project;

Property Owner	Parcel Reference Number	<u>Area</u>
Betty Lee East and Ladarain Raydale East (Temporary Construction Easement)	16-1N-31-1000-160-006	1,000 Square Feet
Betty Lee East and Ladarain Raydale East (Drainage Easement)	16-1N-31-1000-160-006	500 Square Feet
Fannie Knight (Temporary Construction Easement)	16-1N-31-1000-150-006	1,000 Square Feet
Fannie Knight (Drainage Easement)	16-1N-31-1000-150-006	500 Square Feet

- B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize the Chairman or Vice Chairman to accept the Easements, as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

20. Recommendation Concerning the Agreement with the Florida Department of Transportation for the Construction of the Quietwater Beach Ferry Landing Project - Joy D. Blackmon, P.E., Public Works Department Director

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

A. Approve the State of Florida Department of Transportation LAP Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for the construction of the Quietwater Beach Ferry Landing Project; and

B. Adopt a Resolution authorizing the Chairman to sign the LAP Agreement.

[Funding Source: Fund 352, "LOST III"]

21. Recommendation Concerning the Agreement with the Florida Department of Transportation for Design of Sidewalks Along North "W" Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between the Florida Department of Transportation and Escambia County, Florida, for the design of sidewalks along North "W" Street (CR 453) from Navy Boulevard (SR 30) to Buddy's Lane:

A. Approve the State of Florida Department of Transportation LAP Agreement between the Florida Department of Transportation and Escambia County for the design of sidewalks along North "W" Street; and

B. Adopt a Resolution authorizing the Chairman to sign the LAP Agreement.

[Funding Source: Fund 352, "LOST III"]

22. Recommendation Concerning a Change Order to Ingram Signalization, Inc., for Maintenance of Traffic Signal Devices Throughout Escambia County - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Ingram Signalization, Inc., for Contract PD 12-13.049, Signal Response Maintenance and Construction, for maintenance of traffic signal devices throughout Escambia County:

Department:	Public Works		
Division:	Transportation and Traffic Operations		
Type:	Addition		
Amount:	\$150,000		
Vendor:	Ingram Signalization, Inc.		
Project Name:	Signal Response Maintenance and Construction - Maintenance of Traffic Signal Devices throughout Escambia County		
Contract:	PD 12-13.049		
PO No.:	160708		
CO No.:	3		
Original Award Amount:	\$220,000		
Cumulative Amount of Change Orders through this CO:	\$302,317.40		
New Contract Total:	\$522,317.40		

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 54601]

23. Recommendation Concerning Contract Award for Jones Swamp Floodplain Restoration & Expansion Project - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 15-16.040, Jones Swamp Floodplain Restoration & Expansion Project, and negotiated scope of work, for Phase I Basic Services \$64,020 and Optional Services of \$10,160 and Phase II Basic Services \$103,922 and Optional Services of \$3,082, providing a Project Total of \$181,184.

[Funding: Fund 118, Gulf Restoration Fund, NFWF #45901 Bayou Chico Grant, Cost Center 222002, Object Code 56301, Project Number NFWF10EC]

24. Recommendation Concerning Approval of the Resolution Supporting
CareerSource Escarosa's Request to Modify the ITA/Training Expenditure
Requirement from 50% to 35 % for Fiscal Year 2016-2017 - Tonya Gant,
Neighborhood & Human Services Department Director

That the Board adopt and authorize the Chairman to sign the Resolution supporting CareerSource Escarosa's request to modify the ITA/Training Expenditure Requirement from 50% to 35% for Fiscal Year 2016-2017.

25. Recommendation Concerning Adopting a Resolution and the Revised Out-of-County Travel Policy - Jack R. Brown, County Administrator

That the Board take the following action concerning travel and per diem for County Public Officials, employees, and authorized persons:

A. Repeal Resolution R2003-83 and adopt the Resolution establishing the revised reimbursement rates for travel expenses of all County Public Officers, employees, and authorized persons; and

B. Approve the revised Out-of-County Travel and Expense Policy.

III. For Discussion

 Recommendation Concerning an Appointment to the West Florida Public Library Board of Governance - Todd Humble, Library Services Department Director

That the Board appoint one of the following applicants to the West Florida Public Library Board of Governance, to fill the remaining term of Frances Yeo, effective August 18, 2016, through February 28, 2018:

- A. Stephanie J. Clark;
- B. Sally Bussell Fox;
- C. Alice Claudine Kriss;
- D. Joseph S. Lloyd;
- E. Donna Gail Spencer; or
- F. Dean Turner.

Escambia County's Community & Media Relations Office posted a General Alert on the County's website, from June 20, 2016, to July 5, 2016, and from July 6, 2016, to July 19, 2016, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance (WFPLBG). The Resumes of six individuals who are interested in serving on the WFPLBG were received.

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-10800 Proclamations 6.

BCC Regular Meeting

Meeting Date: 08/18/2016

Issue: Adoption of Retirement Proclamation
From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Retirement Proclamation.

<u>Recommendation:</u> That the Board adopt the Proclamation commending and congratulating Glenda S. Gulsby Garrett, Director's Aide, Building Services Department, on 22 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 proc 081816

PROCLAMATION

WHEREAS, Glenda S. Gulsby Garrett worked as a County employee faithfully for over

22 years, retiring as a Director's Aide with the Building Services Department; and

WHEREAS, throughout those 22 years, Ms. Garrett has worked in a variety of positions,

including working as the Aide to District 5 Commissioner John Reading, as a Senior Office

Support Assistant in the Emergency Medical Services Division, and as an Administrative

Assistant in the Building Inspections Division.

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

Glenda S. Gulsby Garrett on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of

Escambia County expresses its appreciation to Glenda S. Gulsby Garrett for 22 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

Daniele Clark

Deputy Clerk

Adopted: August 18, 2016



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10753 Written Communication 7. A.

BCC Regular Meeting

Meeting Date: 08/18/2016

Issue: Environmental (Code) Enforcement Lien Relief- Partial Release for

Property located off Hollywood Avenue

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

July 27, 2016, E-mail communication from Stephen M. Guttmann, Attorney for the Estate of George Dees, requesting that Escambia County provide relief of Code Enforcement Lien through a Partial Release for property located off Hollywood Avenue (PR# 09-2S-30-020-0010-001).

<u>Recommendation:</u> That the Board review and consider Lien Relief request made by Stephen M. Guttmann, Attorney for Estate of George Dees, attached to property which is located off Hollywood Avenue (PR# 09-2S-30-020-0010-001).

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Section III, H2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of Liens, staff made the determination that the request does not fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Mr. Guttmann appeared before the Board at the July 7, 2016, Board Meeting to request relief. The Board voted 4-0 approving to release the liens on collection of all hard costs.

BACKGROUND:

The Office of Environmental Enforcement has two liens attached to all properties owned by the Estate of George Dees. Two of these properties were subjects of code actions resulting in fines, court cost and abatement costs. (1207 W Yonge Street and 3319 Old Fairfield Drive) The Estate of George Dees owns a property located off of Hollywood Avenue that has a possible buyer. Mr. Guttmann is requesting the Board provide lien relief by approving a Partial Release for this lot only. He is willing to pay Escambia County approximately \$750.00 for release of lien. If Board decides this amount is not sufficient Mr Guttmann is requesting the Board determine what that amount should be.

BUDGETARY IMPACT:

3319 Old Fairfield Drive lien:

Court Cost: \$1,100.00 Fines: \$190.00 Abatement: \$1,888.00

Total: \$3,178.00

1207 West Yonge Street

Court Cost: \$1,100.00 Fines: \$3,375.00 Abatement: \$1,450.00

Total: \$5,925.00

This amount does not included the Clerk's recording fees or interest.

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Estate of George Dees

Sandra F Slay

From: Sent: Guttmannsteve [guttmannsteve@aol.com] Tuesday, August 02, 2016 1:59 PM

To: Subject: Sandra F Slay

Estate of George Dees / 2004 CP 002181

STEPHEN M. GUTTMANN

Attorney at Law 314 South Baylen Street Suite 203 Pensacola, FL 32502 (850) 432-9759 Fax: (850) 497-7096

Email: GuttmannSteve@aol.com

August 2, 2016

Ms. Sandra Slay 221 Palafox Place Pensacola, FL 32502 sfslay@co.escambia.fl.us

RE: Estate of George Dees

Dear Sandra:

Thank you for your August 2, 2016 letter. Yes, that is the parcel. Yes, a partial lien release for this lot only. I am requesting a document that releases this lot only from the county's lien. I also need to know what amount of the selling price the county is looking for, assuming the buyer pays \$2,000.00, with the understanding that would be the buyer's total payment, including closing costs. I am sure the closing costs would be roughly \$750.00. I would propose that the county receive \$750.00 and the remaining \$500.00 be kept in the estate for administrative costs.

It does not matter to me when the matter is set before the Board, as I do not plan to attend.

Sincerely,

/s/

STEPHEN M. GUTTMANN

SMG/sc

Sandra F Slay

From:

Judy H. Witterstaeter

Sent:

Friday, July 29, 2016 1:04 PM

To:

Sandra F Slay

Cc:

Stephen G. West; Beth A. Larrieu

Subject:

FW: Estate of George Dees / 2004 CP 002181

Attachments:

07-07-2016 BCC Meeting Minutes and Written Communication Rec. - Estate of George

Dees.pdf

Good afternoon, Sam,

I am forwarding Steve West's email regarding placing a Written Communication from Stephen Guttman on the next available agenda regarding the estate of George Dees. A copy of the BCC Meeting Minutes Page and a copy of the Recommendation (without the attachments) submitted for the July 7th BCC Meeting regarding this issue are attached.

Thank you,

Judy Witterstaeter

Agenda Program Coordinator County Administrator's Office 221 Palafox Place, Suite 420 Pensacola, Florida 32502 jhwitter@myescambia.com (850) 595-4916

From: Stephen G. West

Sent: Friday, July 29, 2016 12:46 PM

To: Judy H. Witterstaeter **Cc:** Beth A. Larrieu

Subject: FW: Estate of George Dees / 2004 CP 002181

Judy:

I spoke with attorney Stephen Guttman regarding his attached letter. He asked that you place it on the next available agenda. He would like the Board to reconsider his request.

From: Guttmannsteve [mailto:guttmannsteve@aoi.com]

Sent: Wednesday, July 27, 2016 2:46 PM

To: Stephen G. West

Subject: Estate of George Dees / 2004 CP 002181

STEPHEN M. GUTTMANN

Attorney at Law 314 South Baylen Street Suite 203 Pensacola, FL 32502 (850) 432-9759

Fax: (850) 497-7096 Email: GuttmannSteve@aol.com July 27, 2016

Stephen G. West, Esquire 221 Palafox Place, Suite 430 Pensacola, FL 32502 sgwest@co.escambia.fl.us

RE: Estate of George Dees

Dear Steve:

Thank you for your July 12, 2016 letter. There are no assets to make any sort of a payment plan. The assets are two or three parcels of property. The parcel at hand is a very small lot back in the woods off Hollywood Avenue. The lot has a burned down structure on it. The structure has been burned down for quite some time. The property appraiser has the value at about \$1,000.00. I received a verbal offer from the neighbor to pay \$2,000.00 for it and be responsible for the cleanup.

At this point, there is no other money. The owner of this property has been dead for many years. Judge Bergosh appointed me as personal representative to try to finish out the probate. How much money would the county want out of this sale to be willing to release this one parcel of property to the new buyer free of its lien? I do not think there would be much money left over if I can get the neighbor to actually pay the \$2,000.00. Out of that \$2,000.00 we would need to pay all of the closing costs and allocate something as a partial payment toward my fee.

If the county is not going to be reasonable to facilitate this transfer, I am left no choice but to ask the Court to discharge me of my duties, and this property would just sit. The reality of it is that a complaint will be filed with Code Enforcement and the county will end up cleaning up the burned down building at a several thousand dollar cost. Please recognize this is not a threat; this is just simple reality. I am not asking the county to satisfy its claim. I am asking the county to take some of the proceeds from this sale and let this new buyer buy the property free of the lien.

I will try to sell other pieces of property so that the county can be paid some of its money. Let me be clear. I do not believe there are enough assets in this probate to pay the county its liens. I am not asking the county to satisfy their lien. I am asking the county to accept the proceeds from the sale to release a piece of property from the lien so that I can generate some money for the county. Please advise. Thank you.

Sincerely,

/s/

STEPHEN M. GUTTMANN

SMG/sc

ECPA Home



Real Estate Tangible Property Search Search	Sale Amendment 1/Portability List Calculations	
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			<u>Back</u>				
Navigate Me	ode Account O	Reference 📫				Printer Frie	ndly Version
General Informa	tion		Asses	sments			
Reference:	092S3002000100	01	Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	052079000		2015	\$1,330	\$0	\$1,330	\$1,330
Owners:	DEES GEORGE ES	2014	\$1,330	\$0	\$1,330	\$1,330	
Mail:	109 HAYMAKER PI WILLIAMSBURG, \	2013	\$1,330	\$0	\$1,330	\$1,330	
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Taxing Authority:	COUNTY MSTU			Amendment 1/Portability Calculations			
Tax Inquiry:	Open Tax Inquiry						
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01/1969 470	794 \$2,750 WE		1110	FOB 3/D OF .	SECTION		
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Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and							
Comptroller			None				
Parcel Information					<u>L</u>	aunch Inte	ractive Map
Section Map Id: 09-25-30-3 Approx. Acreage: 0.0675 Zoned: PHC/LI Evacuation & Flood Information Open Report View Florida Department of Environmental Protection(DEP) Data							
, , , , , , , , , , , , , , , , , , , ,		Build	lings				
		Ima	nges				

Images None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:08/02/2016 (tc.14401)

Issued date: 06/01/2016 Expiration date: 06/01/2023

Buyer: Bidder number 99

COUNTY OF ESCAMBIA C/O TAX COLLECTOR

P O BOX 1312

PENSACOLA, FL 32591

Interest rate: 18%



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-10421

Written Communication

9. A.

BCC Regular Meeting

Meeting Date: 07/07/2016

Issue:

Environmental (Code) Enforcement Lien Relief- 3319 Old

Fairfield Drive and 1207 W Yonge Street

From:

Chips Kirschenfeld, Director

Organization:

Natural Resources

CAO Approval:

RECOMMENDATION:

May 23, 2016, Communication from Stephen M. Guttmann, Attorney for the Estate of George Dees, requesting that Escambia County provide relief of Code Enforcement Lien attached to both properties located at 3319 Old Fairfield Drive and 1207 West Yonge Street.

Recommendation: That the Board review and consider Lien relief request made by Stephen M. Guttmann, Attorney for the Estate of George Dees, against properties located at 3319 Old Fairfield Drive and 1207 West Yonge Street.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2. Staff was instructed to review all requests for forgiveness of Environmental (Code) Enforcement Liens to determine if the request met the criteria for forgiveness and allowing the County Administrator to act on the Board's behalf if set criteria are met.

After reviewing the request for forgiveness of Liens, staff made the determination that the request DOES fall within the criteria that would allow the County Administrator to act on the Board's behalf and grant or deny relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H 2.

County Administrator, Jack Brown, sent Mr. Guttmann a denial letter because the Estate of George Dees is the owner/violator. Mr. Guttmann is now requesting relief from the Board.

BACKGROUND:

The Office of Environmental Enforcement has two liens attached to the properties located at 3319 Old Fairfield Drive and 1207 W Yonge Street. See attached bullets for summary of each case.

In 2010 the owners/heirs requested from the Board relief of the Environmental (Code) Enforcement Liens. Request was denied and Interim County Administrator, Larry Newsom signed and mailed a denial letter to Johnny L. Dees.

Mr. Stephen Guttman has been appointed curator of the estate of George Dees, Jr. and has made the request for lien relief. Board policy states relief can be denied to the owner or heirs of the properties. County Administrator, Jack Brown sent Mr. Guttmann a denial letter on May 15, 2016. After receiving the denial letter Mr. Guttmann is still requesting lien relief.

NOTE: The Office of Environmental Enforcement has an open case on property located at 1207 W Yonge Street for overgrowth, trash and debris.

BUDGETARY IMPACT:

3319 Old Fairfield Drive lien:

Court Cost:

\$1,100.00

Fines:

\$190.00

Abatement Cost: \$1,888.00

Total:

\$3,178.00

1207 West Yonge Street lien:

Court Cost:

\$1,100.00

Fines:

\$3,375,00

Abatement Cost: \$1,450.00

Total:

\$5,925,00

This amount does not include the Clerk's recording fees or interest.

LEGAL CONSIDERATIONS/SIGN-OFF:

If approved by the Board, the County Attorney's Office will prepare the release.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A				
IMPLEMENTATION/COORDINATION: N/A				
Attachments <u>Estate of George Dees</u>				

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

REGULAR BCC AGENDA - Continued

9. Written Communication:

A. Communication from Stephen M. Guttman

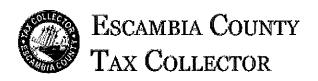
Motion made by Commissioner Barry, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Underhill absent, approving to release the liens on the pool of assets, upon collection of the hard costs, totaling \$2,988 associated with the Fairfield property and \$2,550 associated with the Yonge property, relative to the May 23, 2016, communication from Stephen M. Guttmann, Attorney for the Estate of George Dees, requesting that Escambia County provide relief of Code Enforcement Lien attached to both properties located at 3319 Old Fairfield Drive and 1207 West Yonge Street.

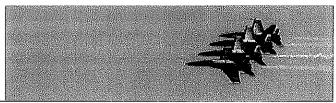
B. Communication from William D. Stokes

Motion made by Commissioner Barry, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Underhill absent, adopting, subject to Legal review and sign-off, a revised Resolution (R2016-86) that omits approximately 160 pages of the documents that were included in "Exhibit 1" to the original Resolution (R2016-63) approved May 19, 2016, which are prohibitively expensive for the owner to record (as requested in the June 23, 2016, communication from William D. Stokes, Attorney for Deancurt Pensacola, LLC, requesting a revised Resolution releasing any County interest retained in the property under the mortgage and accompanying bond trust indenture).

Speaker(s):

Stephen M. Guttmann William D. Stokes





Tax Collector Home

Search

Reports

Shopping Cart

Amounts due on county-held certificates are subject to change.

2015 Roll Details — Real Estate Account At OFF OF

Real Estate Account #05-2079-000			∏ Pa	rcel details	Latest	bill [] Full bill history
(Pay All: \$132.94)	2015	2014	2013	2012		2008
	\$69.13 due	\$63.81 due	PAID	PAID		PAID

Get Bills by Email

Owner: DEES GEORGE EST OF

109 HAYMAKER PL

WILLIAMSBURG, VA 23185

Situs: OFF OF

Account number: 05-2079-000

Alternate Key: 44095 Millage code: 06

Millage rate: 14.8113

Assessed value: 1,330 School assessed value: 1,330

Pay this bill: \$69.13

Location is not guaranteed to be accurate.

Property Appraiser

Total acres: 0.070

2015 Annual bill " View Legal description Location BEG AT NE COR OF LT 2 SLY 210 FT \$19.70 Geo number: 092S30-Ad valorem: MLY 260 FT FOR PO B NLY 105 FT ELY 48 FT SLY 105 FT WLY 48 FT TO POB S/D OF SECTION LESS THE E 20 FT OR 4620 P 1432 OR 5574 P Non-ad valorem: \$12.10 0200-010-Total Discountable: 31.80 001 0.00 No Discount NAVA: Range: 30 Total tax: Township: 2S Section: 09

| Certificate #2177

This parcel has an issued certificate for 2015.

Advertised number: 2900 Face amount: \$59.89



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10798 Written Communication 7. B.

BCC Regular Meeting

Meeting Date: 08/18/2016

Issue: Thomas Home Corporation Appeal Concerning Farm Hill Utilities, Inc.

Franchise Agreement

From: Alison Rogers, County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

August 8, 2016, E-mail communication from Daniel Saba, Attorney for Farm Hill, and Stephen Moorhead, Attorney for Thomas Home Corporation, requesting that the Board consider an appeal filed by Thomas Home Corporation concerning the Farm Hill Franchise Agreement.

<u>Recommendation:</u> That the Board consider an appeal filed by Thomas Home Corporation concerning the Farm Hill franchise Agreement.

On April 18, 2016, Mr. Henry filed a complaint against Farm Hill and on April 28, 2016, Angela Jones with the law firm of Locklin, Saba, Locklin & Jones, P.A., sent a letter to Mr. Henry explaining Farm Hill's policy regarding payment of these fees in residential developments. Mr. Henry is unhappy that Farm Hill requires payment of per-lot impact fees at the time of platting instead of when each lot is developed. In this case, Mr. Henry paid the fees and now desires a refund and an amendment to Farm Hill's policy.

Both parties are in the process of continued negotiations in hopes to come to a resolution to the complaint before the Board meets.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ltr. from Thomas Henry dated April 18 2016

Ltr. from Angela Jones dated April 28 2016

Ltr. from Stephen Moorhead dated June 27 2016

Farm Hill - Resolution and Franchise dated July 26 1966

Farm Hill - Resolution R98-241 and Extension of Franchise dated Oct 27 1998



April 18, 2016

Via e-mail to district4@myescambia.com

Commissioner Grover C. Robinson, IV Escambia County Board of County Commissioners 221 Palafox Place, Suite 400 Pensacola, FL 32502

Re: Far

Farm Hill Utilities

Dear Commissioner Robinson:

Thomas Home Corporation ("THC") is currently developing a residential subdivision in Escambia County known as Upland Woods. Farm Hill Utilities, Inc. ("Farm Hill") provides potable water utility service to the area in which Upland is located. In order to obtain approval for final platting of the development from Escambia County, I have been informed by Farm Hill that pursuant to their policies (specifically, Amendment No. 7-2007) they require all impact fees to be paid prior to their signing documents indicating the water system that THC developed is acceptable. This upfront charge is not customary and is not supported by any reasonable, mathematical rationale. Typically, impact fees are paid at the time a house is built as that is the time the "impact" occurs.

Please let this letter serve as an official complaint pursuant to Section 98-33(6) of the Code of Ordinances of Escambia County, Florida (copy enclosed).

Sincerely

Thomas Henry

TAH/ Enclosure

cc: Commissioner Steven Barry (via e-mail to district5@myescambia.com)

Alison Rogers, Esq. (via e-mail to aaperdue@co.escambia.fl.us)

David Peaden, Executive Director of Home Builders Association of West Florida, Inc. (via e-mail to dpeaden@hbawf.com)

Stephen R. Moorhead, Esq. (via e-mail to srmoorhead@pensacolalaw.com)

Jay A. Fraiser, Esq. (via e-mail to jafrasier@pensacolalaw.com)

Sec. 98-33. - Authorized.

- (a) In addition to the powers which it may now have, the board of county commissioner shall have the power under this article:
 - (1) To grant franchises to any person, firm or corporation which the board of county commissioners finds, after public hearing, to be qualified to construct, operate and/or maintain a utility in this county, but outside the limits of any municipality.
 - (2) To hold such hearings as the board of county commissioners may deem appropriate or necessary to determine the qualifications of any person, firm or corporation applying for any franchise under this article. Applications for any franchise under this article shall be submitted to the board of county commissioners in writing, and shall outline:
 - a. The area which the applicant desires to service;
 - b. The utility services which it desires to perform or furnish;
 - c. The duration of time for which it requests such franchise;
 - d. Such data as the board of county commissioners deems proper concerning the financial ability of the applicant to properly discharge the responsibilities given to it under such franchise; and
 - e. Such other data as the board of county commissioners may deem appropriate. The board of county commissioners shall grant such franchise only after at least one public hearing, of which notice shall be given, by publication in a newspaper regularly published in the county, at least one time, not more than one month, nor less than one week, preceding such hearing. Certified proof of notice of such hearing shall be filed with the board of county commissioners. Such hearing may be continued from time to time by the board of county commissioners.
 - (3) To require of any such person, firm or corporation, to whom a franchise under this article is granted, such bond or other assurance of performance as the board of county commissioners shall deem necessary.
 - (4) To limit such franchise to such utilities, and to such areas, and to such time limitation, as the board of county commissioners, in each instance, shall determine.
 - (5) To include in any such franchise a license or easement over, upon and across the streets, roads, alleys and other rights-of-way in the county, located outside the corporate limits of any municipality, for the construction, maintenance, repair, operation and removal of pipelines, conduits, and other similar equipment for the transmission of water, sewerage or other transmissible material, provided however, the board of county commissioners shall include in any such franchise or license, adequate provisions:
 - a. To prevent the creation of any obstructions or conditions which are or may become dangerous to the traveling public.
 - b. To require the licensee to repair any damage or injury to the road or highway by reason of the exercise of the privileges granted in any instrument creating such license and to repair any road or highway promptly, restoring the road or highway to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury.

Whereby the licensee shall hold the board of county commissioners and members thereof harmless from the payment of any compensation or damages resulting from the exercise of the privileges granted in any instrument creating such licenses.

d. In addition to the preceding subsections (5)a. through c. of this section, such provisions as may be reasonably necessary, for the protection of the county and the public.

In the event any road, highway, or right-of-way over, under or upon which such license or easement is granted, shall be closed, abandoned, vacated or discontinued, the board of county commissioners may terminate such easement or license as to such road, highway or right-of-way, as is closed, abandoned, vacated or discontinued.

- (6) If any person or party serviced by a utility operating under such a franchise, complains to the board of county commissioners concerning the rates, charges and operations of such utility, and such utility, after request is made upon it, by the board of county commissioners, fails to satisfy or remedy such complaint or objection, and/or fails to satisfy the board that such complaint or objection is not proper, the board of county commissioners may thereupon, after due notice to such utility, schedule a hearing concerning such complaint or objection, and the board of county commissioners may review the rates and charges set and charged by such utility for the services which it furnishes, and the nature and character of the services it furnishes, and the quality of services furnished, pursuant to such franchise. If the board of county commissioners enters order pursuant to such hearing, and the utility or any other person participating in such hearing, feels itself aggrieved by such order, the utility or such person may seek review of the board's action by proceedings in the circuit court of the county. This subsection, however, shall not apply to any public utility operating under the jurisdiction of the state public service commission, and this subsection shall not apply to any utility or to any utility system owned or managed by any municipality.
- (7) Such franchise shall be for such term of years as the board of county commissioners shall determine, but not to exceed 99 years. Such franchises shall be transferable and assignable, provided:
 - a. Notice or request for transfer and assignment shall be given by the then holder of the franchise to the board of county commissioners in writing, accompanied by a request from the proposed transferee/assignee, which application shall contain information concerning the financial status and other qualifications of the proposed transferee/assignee, and such other information as the board of county commissioners shall require.
 - b. A public hearing shall be held on such request of which notice shall be given by publication in a newspaper regularly published in this county at least one time, not more than one month, nor less than one week, preceding such hearing. Certified proof of publication of such notice shall be filed with the board of county commissioners. Such hearing may thereafter be continued from time to time as determined by the board of county commissioners.
 - c. The proposed transferee/assignee must meet the same requirements and comply with the same rules and regulations as would be required of an original applicant for a franchise.
- (8) To include in such franchise such additional terms and provisions as shall properly assure the orderly servicing of such area, included in the franchise, by such person of the utilities referred to in such franchise; and, if any such person, firm or corporation receiving such franchise fails or refuses to properly discharge the terms and provisions, the board of county commissioners shall give such person written notice of such deficiencies or defaults, and a reasonable time within

which such person shall remedy the such deficiencies or defaults, and properly furnish the service required by such franchise. Such deficiency or default shall be specifically set forth in such notice from the board of county commissioners. If such person, firm or corporation fails to remedy such deficiencies or defaults within the time required by the board of county commissioners in its notice, the board may thereafter schedule a hearing concerning the such deficiencies or defaults, with reasonable notice thereof to such person, and after such hearing, at which all interested parties shall be heard, the board may further limit or restrict such franchise, or may terminate and cancel the franchise, if proper reasons thereby are found by the board of county commissioners. If the board of county commissioners enters an order pursuant to such hearing, and the utility or any other person, participating in such hearing feels itself aggrieved by such order the utility or such other person may seek review of the board's action by proceedings in the circuit court of the county.

- (b) Any franchises granted pursuant to this article shall be limited as follows:
 - (1) No user of natural or other gas, to the average amount of 100,000 cubic feet per day, would be required to deal with such utility, but any such user shall be at liberty to make direct contracts with any gas pipeline company or other source of gas.
 - (2) Any person using, in normal average consumption, more than 100,000 gallons of water per day, shall not be required to deal with such utility, but any such water user shall be at liberty to secure its water from such source or sources as it might desire. Any franchise for water shall also exempt and except therefrom any public agency producing water for resale at wholesale.
- (c) Notwithstanding anything contained in this section to the contrary, nothing in this article or in any franchises granted under this article shall:
 - (1) Prevent landowners to exercise their vested rights to pump water for their own use, nor shall the riparian and other water rights of landowners be in any way impaired, reduced or affected by this article.
 - (2) Limit or restrict any person, now or hereafter, owning or occupying any premises now serviced with natural gas and water from continuing to receive such services and purchase natural gas and water from any person now selling such natural gas and water to such owner or occupant, provided however, if such owner or occupant request services and purchases natural gas and water from any grantee in any franchises issued under this article, then the provisions of any franchises issued under this article with respect to the product purchased, shall apply to such owner, occupant, or the land involved, and the above rights, with respect to such product reserved to any such owner or occupant shall cease and terminate.
 - (3) Affect, limit or restrict the rights or privileges of any utility now operating under license heretofore granted by the board of county commissioners pursuant to F.S. § 125.42.
- (d) Any person operating a public utility at the time the act from which the article is derived becomes law may apply within one year hereafter for a franchise under this article and the board of county commissioners, without necessity of public hearing, shall grant, without requiring bonds, a nonexclusive franchise to such applicant with respect to the area or areas now being served, provided however, if any such person shall desire an exclusive franchise then the procedure, requirements, conditions, limitations and terms contained in subsections (a)(4) through (8) of this section and subsections (b) and (c) of this section.

(Code 1985, § 1-33-20)

Locklin, Saba, Locklin & Jones, P.A.

Attorneys at Law

Jack Locklin, Jr.

Board Certified Real Estate Attorney

Daniel P. Saba

Oscar J. Locklin
Licensed in Florida and Alabama
Angela I. Iones

April 28, 2016

Alison Rogers, Esquire Escambia County Attorney 221 Palafox Place, Suite 430 Pensacola, Florida 32502

Re:

Farm Hill Utilities, Inc.

Dear Alison:

I am in receipt of a copy of the letter sent to Commissioner Grover Robinson by Thomas Home Corporation dated April 18, 2016, and would like to clarify Farm Hill's policy regarding payment of tap fees in residential developments.

In the early 2000's, the Farm Hill area, like many others, experienced a real estate boom as developers began planning and platting numerous subdivisions, all of which would need capacity on Farm Hill's system. At the time, Farm Hill's minimum water bill was \$14 per month for each of its approximately 1,250 member-owners.

In order to accommodate the growth, in late 2003, Farm Hill secured a USDA loan of \$1.49 million, with which it constructed one new well, one half-million gallon storage tank and upgraded lines along County Road 97 with an 8-inch water main. However, in just a few years, it became apparent that the planned developments were a bust, even though Farm Hill had expanded its capacity and was awaiting the new customers. In order to pay for the new well, tank, and lines, Farm Hill was forced to increase its minimum bill from \$14 to \$19, effectively making its existing customers absorb the cost of the development that never occurred. Along with the increase, Farm Hill adopted Amendment 7-2007, so that future developments would pay for the needed infrastructure prior to Farm Hill's signing off on the developers' DEP permit applications, a step toward eliminating rate increases to customers. Since the adoption of the policy, no waivers to it have been granted.

Farm Hill's policy is not unique among water systems and is similar to the practices of at least one other member-owned Escambia water system. Further, Farm Hill has been contacted in recent months by numerous builders. If each of them were to follow through with their planned projects, Farm Hill will need capacity for 1200-1500 new homes and families. The system cannot stay ahead of such development without the contributions of developers.

Farm Hill is anxious to see growth on its water system and within the community. The system takes pride in its water quality and service to its customers. Policies such as the one in question enable Farm Hill to continue to provide capacity and service to its customers, both old and new.

I appreciate the opportunity to provide additional information about this matter. Should you, staff or any of the Commissioners have questions about this policy or about Farm Hill Utilities, in general, I hope you will feel free to call me

Very tyuly yours

Angela J. Jones

cc:

Farm Hill Utilities, Inc.



REPLY TO: STEPHEN R. MOORHEAD Board Certified Real Estate Lawyer srmoorhead@pensacolalaw.com Fax: (850) 477-0982 WILLIAM A. BOND
MATTHEW A. BUSH
EDWARD P. FLEMING
PRESTON J. FORSHEE
JOHN A. FRAISER, JR.
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BELINDA B. DE KOZAN
BRUCE A. MCDONALD
BILL B. MCEACHERN
STEPHEN R. MOORHEAD
STEPHEN L. WALKER
KATHLYN M. WHITE

June 27, 2016

OF COUNSEL
MICHAEL L. FERGUSON
WILLIAM J. GREEN
(1943-2012)

Via e-mail to aaperdue@co.escambia.fl.us

Ms. Alison P. Rogers 221 Palafox Place, Ste. 430 Pensacola, FL 32502

Re:

Thomas Home Corporation ("Thomas Home") and Homebuilders Association of West Florida, Inc. ("HBA") / Farm Hill Utilities, Inc. ("Farm Hill")

Our File No. SRM-16-8876

Dear Alison:

I write you as counsel to the HBA and to request an opportunity for the HBA to address the Escambia Board of County Commissioners at the July 19, 2016 Board meeting. As you are aware, time has been set aside to hear argument regarding the Thomas Home complaint/appeal filed against Farm Hill pursuant to Section 98-33(6) of the Code of Ordinances of Escambia County, Florida. While the Thomas Home appeal centers on Farm Hill's policy of charging developers of residential communities within their franchise area impact fees before Farm Hill will sign off on the FDEP Certification of Completion form, members of the HBA have become increasingly concerned about the manner in which Farm Hill is conducting its business.

Public Records Laws

At the request of the HBA, my office sent a number of public records requests to Farm Hill in an attempt to determine if there exists any rationale basis for Farm Hill's uncommon impact fee policy. Farm Hill's counsel maintained that Farm Hill is not subject to public records requests or to Florida Sunshine Laws, but instructed that Farm Hill would provide a number of documents responsive to some of the public records requests submitted to date. We do not agree with Ms. Jones' position on this point. Moreover, the documents provided by Farm Hill to date do not provide any justification to support Farm Hill's impact fee policy.

Lack of Basic Accounting Records

In a continuing effort to obtain information on this matter, Thomas Home submitted a request to Farm Hill to allow Thomas Home (and its representatives) to inspect and copy records

Ms. Alison Rogers SRM-16-8876 June 27, 2016 Page 2

pursuant to Section 617.1601(2) of the Florida Not for Profit Corporation Act (the "Act"). As a not for profit Florida corporation, Farm Hill is required to allow members of the corporation to inspect and copy records of the corporation—including the accounting records. Section 617.1601(2) of the Act requires that Farm Hill maintain accurate accounting records amongst other documents and records.

An attorney in my office, John "Jay" Fraiser, appeared on behalf of Thomas Home to inspect and copy the records of Farm Hill. According to the Farm Hill representative assigned to assist Mr. Fraiser, all available financial statements were provided for inspection. Notably missing were financial documents from tax years 2014 and 2015. Mr. Fraiser was informed that no financial records from 2014 and 2015 were available for inspection and that the requested 2014 and 2015 tax returns had not yet been filed. In addition to the unavailability of the 2014 and 2015 financial statements, there was very little in the way of other financial information made available to Mr. Fraiser during his onsite inspection.

As you know, Farm Hill, due to its franchise agreement with Escambia County, has an absolute monopoly and is providing a public service. Such an entity should be held to do business based on a high standard and in a manner that is above reproach. The inability to administer the utility in a business-like manner certainly calls into question Farm Hill's ability to appropriately and efficiently operate under the existing franchise agreement with Escambia County.

I request that the HBA be given an opportunity to address the Board at the July 19, 2016 hearing in order to present argument on these issues. Again, the HBA, its board, and its members believe this matter to be of serious importance.

Stephen R. Moorhead

Sincerel

SRM/jaf

RESOLUTION AND FRANCHISE

WHEREAS, on the 12th day of July, 1966, an application was filed by Farm Hill Utilities, Inc., a non-profit Florida Corporation, for an exclusive franchise for a water system, water works system and/or water treatment plant, or other operation concerning water production, distribution, and/or sale of water within an area of Escambia County, Florida, as set forth in said application, which was duly filed with the Board of County Commissioners of Escambia County, Florida, on the aforesaid date in writing at a regular meeting of the said Board; and

WHEREAS, at said meeting on the 12th day of July, 1966, the Board of County Commissioners of Escambia County, Florida, did adopt a Resolution setting a hearing on said application for said franchise to be held before it at 10:00 A. M. on Tuesday, July 26, 1966, or a continuation thereof, and did give notice of said time and place of said meeting to be held in the Meeting Room of the said Board in the County Courthouse Annex of Escambia County, Florida; and

WHEREAS, a public notice of said hearing was published in the Pensacola Journal, a newspaper regularly published in Escambia County, Florida, and being a newspaper qualified to carry legal advertisements, in its issue of July 14, 1956, within the time and manner as required by law and the aforesaid Resolution of said Board, proof of publication of the notice of hearing having been filed with the Board of County Commissioners of Escambia County, Florida; and

WHEREAS, at the said meeting of the Board of County
Commissioners of Escambia County, Florida, held at 10:00 A. M. on
July 26, 1966, in the Meeting Room of the said Board, said
application came on for public hearing as scheduled and in
accordance with said published notice, and at said hearing all
persons and parties desiring to be heard for and against the said
were heard
franchiseA and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, does find that there is need for granting the said franchise over the property as described in the said application and in said published notice and hereafter described for the development of the said area;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Escambia County, Florida, that under and pursuant to the authority given to it by the Utility Act of Escambia County, Florida, Chapter 57-1313, Laws of Florida, 1957, and the other laws of the State of Florida, that an exclusive franchise be granted to Farm Hill Utilities, Inc., a non-profit Florida corporation, its successors and assigns, as follows:

-1-

That said Farm Hill Utilities, Inc. is hereby given an exclusive franchise for the production, distribution and sale of water to customers within the hereinafter described franchise area in Escambia County, Florida, more particularly described hereinbelow.

-2-

That this franchise shall run and exist for a periof of 99 years from the date of the adoption of this Resolution, unless sooner terminated by law.

-3-

That the area within which the franchise hereby granted shall apply is the following described area in Escambia County, Florida, to wit:

All of Sections 8, 9, 17, 18, 19, 22 and 30, the West three-fourths of Section 29 and the West three-fourths of Section 36, all in Township 1 North, Range 31 West, all being in Escambia County, Florida.

-4-

The well, wells, water treatment system, water storage system, water distribution system and other facilities to be used and constructed by Farm Hill Utilities, Inc., in its water operations and sale of water and distribution of water, shall first be approved, as to plans and specifications, and location and layout, by the Florida State Board of Health, and shall be so

constructed as to meet the approval of the Florida State Board of Health and the County Engineer of Escambia County, Florida.

-5-

The said Farm Hill Utilities, Inc., as part of this franchise, is hereby given and granted a license for an easement or easements, on, upon, under and across roads, streets, alleys and other rights-of-way in Escambia County, Florida, and located within the confines of the land described in Paragraph 3, hereinabove, for the construction, installation, maintenance, repair, operation and removal of pipe-lines, watermains, clean-out plugs, fire plugs, and similar equipment and allied equipment for the production, transmission, distribution and carriage of water and the sale of water, provided, however, the following conditions shall apply as to such license and/or easement:

- a. Farm Hill Utilities, Inc. shall not create any obstructions or conditions which are, or may become, dangerous to the traveling public.
- b. Farm Hill Utilities, Inc. shall repair any damage or injury to any roads, streets, alleys or rights-of-way or highways by reason of the exercise of the privileges granted to it hereunder, and shall restore the same to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury under the inspection and supervision of the County Engineer of Escambia County, Florida.
- c. Farm Hill Utilities, Inc. shall hold the Board of County Commissioners of Escambia County, Florida, and the individual members thereof, harmless from the payment of any compensation or damages, resulting from the exercise of the privileges hereby granted. That the franchise holder shall purchase from a company acceptable to the Board of County Commissioners an indemnity bond in the sum of \$25,000.00 conditioned to meet the requirements set forth in this

paragraph, before beginning construction.

d. In the event any road, highway, street, alley, or right-of-way over, or upon which such license or easement is granted, shall be legally closed, abandoned, vacated or discontinued, the Board of County Commissioners of Escambia County, Florida, may terminate such easement or license as to such road, highway, street, right-of-way or alley, as is closed, abandoned, vacated or discontinued.

-6-

Farm Hill Utilities, Inc. shall, as soon as practicable, proceed with its plans and specifications for such water facilities and operations and shall submit a copy of such plans and specifications to the County Engineer of the County of Escambia, Florida, and to the Florida State Board of Health. Thereafter and after approval of the same by the Florida State Board of Health and the County Engineer, the said Corporation shall proceed with the construction of such phase or portion of its water operations as is then considered appropriate for the development of the land hereinabove described.

-7-

If any person or party serviced by Farm Hill Utilities, Inc. complains to the Board of County Commissioners of Escambia County, Florida, regarding any alleged defect or default of said Corporation under this franchise, or complains to the said Board regarding the rates, charges and operations of the said Corporation, the Board shall give to Farm Hill Utilities, Inc., written notice of such alleged deficiency, default, objection or complaint, and in said notice shall specify that the same shall be satisfied within either a given specified time or a reasonable time after the notice is received, and thereafter, Farm Hill Utilities, Inc. shall either take steps to satisfy, remady or correct the alleged default, defect, objection or complaint or shall notify said Board why such alleged deficiency, default, objection or complaint should not be valid and proper. If the Farm Hill Utilities, Inc. fails to satisfy the Board of County Commissioners concerning such

alleged deficiency, default, objection or complaint, the Board may schedule public hearing concerning the same with reasonable notice thereof to Farm Hill Utilities, Inc., and at which hearing all interested parties and persons may be heard, and after such hearing the Board may make further such findings and orders as it considers proper, and may thereafter restrict, limit or terminate this franchise, if proper and valid reasons therefor are found to exist by this Board.

-8-

This Franchise is limited as follows:

- a. Any person, firm or corporation, using an average consumption of more than 100,000 gallons of water per day shall not be required to deal with said utility company, but any such water user shall be at liberty to secure its water from such source or sources as it may desire.
- b. Notwithstanding the terms and conditions hereof, this franchise shall not prevent land owners from exercising their vested rights to pump water for their own use, nor shall the riparian and other water rights of land owners be in any way impaired, reduced or affected hereby.
- c. Notwithstanding anything set forth herein, this franchise shall not limit or restrict any person now, or hereafter, owning or occupying any premises, with the franchised area and now serviced with water, from continuing to receive such water services from any person, firm or corporation now selling such water to said owner or occupant; provided, however, if such owner or occupant requests water services and purchases water from Farm Hill Utilities, Inc. under this franchise, then the provisions of this franchise shall thereafter apply to such owner, occupant or the land involved, and the rights with respect to such product reserved to any such owner or occupant shall cease and terminate.

This franchise shall be transferable and assignable, provided:

- a. Notice of request for transfer or assignment shall be given by the then holder of this franchise to the Board of County Commissioners of Escambia County, Florida, in writing, accompanied by a request from the proposed transferse-assignee, which application shall contain information concerning the financial status and other qualifications of the proposed transferse-assignee, and further information as the Board shall require.
- b. The public hearing shall be held on such request on which the notice shall be given by publication in the newspaper regularly published in Escambia County, Florida, at least one time, not more than one month, nor less than one week preceding such scheduled hearing. Certified proof of publication of such notice shall be filed with the said Board. Said hearing may be continued from time to time as determined by the Board.
- c. The proposed transferee-assignee must meet the same requirements and comply with the same rules and regulations as would be required of an original applicant for a franchise.

-10=

The water rates and charges shall be such that the corporation shall have sufficient income to meet its operating and maintenance expenses, taxes, repay its loan obligation to the United States government and other mortgages and encumbrances, and to establish an annual reserve equivalent of 1/10 of the annual payment on the mortgage to the United States of America for so long as the United States holds a real or chattel mortgage upon the property of the said corporation.

-11-

This franchise is granted subject to the rights, powers and authority of the State Board of Health of the State of Florida, and any other agency, body or commission which has any right,

power, or authority by law of any of the utility mentioned hereinabove.

-12-

This franchise is granted specifically within the boundaries of the area hereinabove described upon the following conditions:

In the event any person or persons within the franchised area desire service, Farm Hill Utilities, Inc. shall if it deems financially feasible and practicable, render service as provided hereinafter. Any person or persons may request service of the corporation if the said person or persons are within the franchised area. Upon the request being made, the corporation shall within a reasonable time thereafter, not to exceed 60 days, determine whether or not it is practicable and feasible to serve said person or persons. Upon determination of the franchise holder that it is not practicable and feasible to serve said area, any other company or group or person offering to serve said area may do so upon a petition to the Board of County Commissioners of Escambia County, Florida, for deletion of the said area from the franchise of Farm Hill Utilities, Inc. and the corporation or franchise holder agrees to offer no objection to the deletion of such area. It is specifically understood that Farm Hill Utilities, Inc., has the franchise in the entire area as set forth herein above but will not use the same to deter service if it does not wish to render said service. Upon the procedure as outlined above an area that cannot be served from a feasible and practicable point of view in the opinion of the corporation can be withdrawn from this franchise.

This resolution, in duplicate, shall be duly signed by the chairman of the Board of County Commissioners of Escambia County, Florida, and the clerk of the Circuit Court, acting as clerk of the Board of County Commissioners of Escambia County, Florida, and shall be signed and accepted by Farm Hill Utilities, Inc. by its proper officers, and one executed copy thereof shall be retained by Farm Hill Utilities, Inc. and thereafter the terms and conditions hereof shall be in full force and effect for the full term hereof.

IN WITNESS WHEREOF, the name and seal of the Board of County Commissioners of Escambia County, Florida, acting for and on behalf of the County of Escambia, Florida, has been hereunto signed and affirmed by the Chairman of said Board of County Commissioners, and its Clerk, this 2 day of July, 1966, and said officers do hereby certify that the foregoing resolution and franchise was duly and properly adopted and enacted by the Board of County Commissioners of Escambia County, Florida, on the 36 day of July, 1966.

ATTEST:

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

CLERK DECTHE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA

By: What abbott

By C. B. M. allister, J.

orporation, does hereby accept the foregoing franchise and

corporation, does hereby accept the foregoing franchise and does hereby agree to the terms and conditions thereof.

IN WITNESS WHEREOF, the name and seal of Farm Hill Utilities, Inc. have been hereunto signed and affixed this day of 1966, by its President and attested by its Secretary. Signed and sealed in duplicate in the presence of:

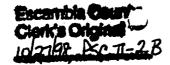
FARM HILL UTILITIES. INC.

Mrs. Lima Jones

FARM HILL UTILITIES, INC.

ATTEST 2

Deldon (



Resolution R98-241

RESOLUTION AND EXTENSION OF FRANCHISE

A RESOLUTION OF ESCAMBIA COUNTY, FLORIDA; EXPANDING AND MODIFYING THE FRANCHISE AREA FOR FARM HILL UTILITIES, INC.; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That on July 26, 1966, the Board of County Commissioners, by duly adopted resolution, granted Farm Hill Utilities, Inc., a non-profit corporation organized and incorporated under Chapter 617, Florida Statutes, in the State of Florida, an exclusive water franchise for a water system for the production, distribution and sale of water under the provisions of the "Utility Act of Escambia County" for the following described area in Escambia County, Florida, to-wit:

All of Sections 8, 9, 17, 18, 19, 22 and 30, the West three-fourths of Section 29 and the West three-fourths of Section 36, all in Township 1 North, Range 31 West, all being in Escambia County, Florida.

Section 2. That on June 1, 1992, the Board of County Commissioners, by duly adopted resolution, granted Farm Hill Utilities, Inc., a non-profit corporation organized and incorporated under Chapter 617, Florida Statute, in the State of Florida, an extension of the boundaries of its franchise to serve additional acres as follows:

Area 1: In Township 1 North, Range 31 West, the west half of the south half of Section 3; plus the northwest quarter of Section 10; plus the southwest quarter of the northeast quarter of Section 10.

Area 2: In Township 1 North, Range 31 West, the southwest quarter of Section 16; plus the southwest quarter of the northwest quarter of Section 16; plus that portion of the

west half of the northwest quarter of the northwest quarter of Section 16 lying south of Muskogee Road; plus the northwest quarter of Section 23.

Area 3: In Township 1 North, Range 31 West, all of Sections 20 and 21; plus those portions of Sections 32, 34, and 35 lying north of Interstate Highway 10; plus

In Township 1 North, Range 32 West, all of Section 24; plus that portion of Section 25 lying north of Interstate Highway 10; plus

In Township 1 South, Range 31 West, the most northerly 500 feet of the west 3300 feet of Section 3; plus that portion of the most northerly 500 feet of Section 4 lying north of Interstate Highway 10.

Area 4: In Township 1 North, Range 32 West, all of Section 12.

Area 5: In Township 1 North, Range 31 West, the east half of Section 5 north of Jack's Branch.

Section 3. That Farm Hill Utilities, Inc., has applied for an extension of the boundaries of its franchise to serve additional acres as follows:

That portion of Section 3 and Section 4, Township 1 South, Range 31 West, Escambia County, Florida lying South of existing Farm Hill Utilities franchise, running South and parallel to an unnamed creek; continue South along Eleven Mile Creek to Interstate 10; and continue Northwest Interstate 10 to existing Farm Hill franchise area.

and to modify the existing Farm Hill Utilities franchise area to allow the Escambia County Utilities Authority (ECUA) to service those portions of Bristol Woods Subdivision as recorded in Plat Book 14 at page 53 of the public records of Escambia County, Florida, and Bristol Creek Phase 1, as recorded in Plat Book 15 at page 54 of the public records of Escambia County, Florida, that are within the most northerly 500 feet of the west 3300 feet of Section 3, Township 1 South, Range 31 West.

Section 4. That this Board does hereby grant unto Farm Hill Utilities, Inc., a non-profit Florida corporation, the right, privilege, easement and exclusive franchise to own, operate and/or

manage a water system, water works and/or water treatment plant concerning and for the production, distribution and sale of water under the provisions of the said Act for and in the above described area of land in Escambia County, Florida.

Section 5. The water rates and charges shall be such that said Farm Hill Utilities, Inc. shall have sufficient income to meet its operating and maintenance expenses, to pay any taxes, to repay its loan obligations to the United States of America and any other mortgages or encumbrances, to provide a fund for future expansions, to establish required annual reserves or reserve equivalent to one-tenth (1//10) of the annual payment on the mortgages to the United States of America or to any other lender for so long as the United States of America or any other lender holds a real or chattel mortgage, security agreement or other lien upon the property of the said corporation or upon any part of said property and to repay loans or advancements by others. The connection and reconnection fees, minimum charges and late charges shall be those charged by this corporation to all of its members.

Section 6. This extension of franchise shall continue until March 3, 2091.

Section 7. The said corporation does by acting under this extension of franchise in commencing construction of its water system in the aforesaid area, agree that it will hold this Board and the members thereof, barmless from the payment of any compensation or damage resulting from the exercising of this franchise and the operations of the water system service hereunder and will repair any damage or injury to county property occasioned by the ownership, operation and/or management and maintenance of the water system hereunder, excepting usual and reasonable use and wear of the county road, highways, and other properties anticipated by this operation.

Section 8. Said corporation shall not create any obstruction or conditions which are, or

may become, dangerous to the traveling public. Whenever necessary for the construction, repair, improvement, alteration or relocation of all, or any portion of said highways or roads as determined by the County Engineer, any or all of said pipes, mains and other facilities and appurtenances authorized hereunder, shall be immediately removed from said highway, or re-set or re-located thereon as required by the County Engineer, and at the expense of the said corporation and at no cost to said County. Upon the failure, neglect or refusal of the said corporation to immediately do or perform any change, removal, re-setting or re-locating any pipes or other facilities, or any repairs or reconstruction of said highways or roads herein required of the corporation, the County may undertake and perform such requirement and the cost and expense thereof shall be immediately repaid to the County by the said corporation.

Section 9. This Extension of Franchise is granted subject to the condition that in the event of the voluntary sale or other voluntary transfer of said water system, water works and/or water treatment plant during the life of this Extension of Franchise by Farm Hill Utilities, Inc. or by any successive owner, this Franchise shall cease to have any monetary value and shall thereafter have no monetary value. The foregoing provisions of this Section are subject to the condition that so long as the United States of America (referred to as "Government") or other lender holds any unpaid lien on said water system and other assets under any mortgage or any Security Agreement or renewal or extension thereof, executed by Farm Hill Utilities, Inc. or successive non-profit corporations and the Government or other lender, because of default or defaults thereunder, has to foreclose or take over the system and assets, it shall have the right to transfer and sell the same to a non-profit corporation and non-profit corporations without such transfer and sale being considered as voluntary.

Section 10. In the event of condemnation of this system by this Board or other

governmental body, the value of this extension of franchise shall be reduced to \$1.00, but the value of the system with said reduced franchise value shall not be less than an amount sufficient to pay all outstanding liabilities of the owner, reasonable expenses for the dissolution of the owner corporation and sufficient amount for the repayment of all membership dues or fees due to each former or present member then of record and in good standing or entitled thereto. Upon the payment of said amounts to owner, this franchise shall be subject to cancellation by this Board but if said amounts are not paid in full to owner, this franchise shall revert to its former status and former value.

Section 11. This extension of franchise is subject to and contingent upon Farm Hill Utilities, Inc.'s agreement that, in the event Escambia County imposes a valid and legally enforceable franchise fee on all water utility companies in Escambia County, that Farm Hill Utilities, Inc. will agree to pay said fee, provided that it shall be able to impose an additional charge upon its customers to obtain the necessary funds to pay any such franchise fee.

Section 12. Subject to all of the terms and conditions hereinabove set forth, this Board hereby confirms and ratifies the prior actions by the Escambia County Utilities Authority, to wit: the authorization and approval granted by Escambia County Utilities Authority for the extension of the Farm Hill Utilities, Inc. exclusive franchise into the following described areas:

That portion of Section 3 and Section 4, Township 1 South, Range 31 West, Escambia County, Florida lying South of existing Farm Hill Utilities franchise, running South and parallel to an unnamed creek; continue South along Eleven Mile Creek to Interstate 10; and continue Northwest Interstate 10 to existing Farm Hill franchise area.

and to modify the existing Farm Hill Utilities franchise area to allow the Escambia County
Utilities Authority (ECUA) to service those portions of Bristol Woods Subdivision as recorded in Plat
Book 14 at page 53 of the public records of Escambia County, Florida, and Bristol Creek Phase 1,

as recorded in Plat Book 15 at page 54 of the public records of Escambia County, Florida, that are within the most northerly 500 feet of the west 3300 feet of Section 3, Township 1 South, Range 31 West.

This resolution, in duplicate, shall be duly signed by the Chairman of the Board Section 13. of Commissioners of Escambia County, Florida and shall be attested by the Clerk of said Board, and one executed copy hereof shall be retained by the said Clerk of this Board and another one shall be delivered to the said corporation.

Section 14. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

This Resolution shall take effect immediately upon adoption by the Board of Section 15. County Commissioners.

Adopted this 27th day of October 1998.

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

BY: Mike Bass, Chairman

ATTEST: Ernie Lee Magaha

Clerk of the Circuit Court

Deputy Cle (SEAL)

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10762 Public Hearings 9.

BCC Regular Meeting

Meeting Date: 08/18/2016

Issue: 5:32 p.m. Public Hearing Establishing a Moratorium on Permitting

Medical Marijuana Dispensaries

From: Meredith Crawford, Assistant County Attorney

Organization: County Attorney's Office

CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance establishing a moratorium on permitting medical marijuana dispensaries.

<u>Recommendation</u>: That the Board adopt the Ordinance placing a temporary moratorium on the permitting of medical marijuana dispensaries, so that County staff may review and evaluate County ordinances and regulations governing such land uses.

This hearing serves as the second of two recommended Public Hearings before the Board of County Commissioners.

BACKGROUND:

At its August 4, 2016 meeting, the Board voted to continue the Public Hearing until its August 18, 2016 meeting, for consideration of adopting a temporary moratorium on the permitting of medical marijuana dispensaries.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney, Meredith D. Crawford drafted the proposed ordinance. The ordinance for the first Public Hearing was advertised in the Pensacola News Journal on July 9, 2016, the second Public Hearing was advertised in the Pensacola News Journal on July 23, 2016, and the continued Public Hearing was advertised in the Pensacola News Journal on August 6, 2016.

PERSONNEL:

N/A

POLICY/REQUIREMENT	FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

DRAFT Ordinance with line numbers
Ordinance with Legal stamp
Proof of Publication

ORDINANCE NO. 2016-

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AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, FINDINGS: **PROVIDING** ADOPTING **DEFINITION:** ESTABLISHING A TEMPORARY MORATORIUM ON THE ISSUANCE OF PERMITS, SITE PLAN APPROVALS, OR ANY OTHER OFFICIAL ACTION OF ESCAMBIA COUNTY PERMITTING OR HAVING THE EFFECT OF PERMITTING **MEDICAL MARIJUANA DISTRIBUTION ESTABLISHMENTS; EXCEPTIONS**; **PROVIDING FOR PROVIDING** AN EFFECTIVE DATE AND DURATION; AND PROVIDING FOR SEVERALIBILITY.

WHEREAS, pursuant to Article VIII, Section 1(g), Florida Constitution, Section 125.01, Florida Statutes, the Board of County Commissioners is authorized to enact ordinances not inconsistent with general law and to establish zoning regulations as are necessary for the protection of the public; and

WHEREAS, the Board of County Commissioners determines that it is in the best interest of its residents, businesses and visitors to enact sufficient zoning regulations to ensure their health, safety and welfare; and

WHEREAS, medical marijuana distribution establishments are a new and unique use which is not currently addressed by the Escambia County zoning regulations; and

WHEREAS, Section 381.986(8)(a), Fla. Stat., preempts all matters regarding the regulation of the cultivation and processing of medical cannabis or low-THC cannabis by dispensing organizations to the State; and

WHEREAS, Section 381.986(8)(b), Fla. Stat., permits counties to "determine by ordinance the criteria for the number, location, and other permitting requirements that do not conflict with state law or department rule for all dispensing facilities of dispensing organizations located within the unincorporated areas of that county;" and

WHEREAS, a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits, site plan approvals or any other official action of Escambia County permitting or having the effect of permitting new medical marijuana distribution establishments will allow time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the Escambia County Land Development Code, Escambia County Comprehensive Plan, and/or the Escambia County Code of Ordinances to address this new and unique use; and

WHEREAS, the Board of County Commissioners has directed County staff to draft a temporary moratorium of up to one year in order to analyze the impacts of medical marijuana distribution establishments on the unincorporated areas of Escambia County, to evaluate potential Land Development Code, Comprehensive Plan, and/or Code of Ordinances amendments which may include, but are not limited to, identification of appropriate locations for such land uses, if any, and determination of land use standards; and

WHEREAS, on June 16, 2016, the Board of County Commissioners directed staff to review and study medical marijuana distribution establishments and prepare any necessary amendments for the purpose of appropriately regulating medical marijuana distribution establishments, thereafter putting the public on notice that the County has implemented a course of action which may result in the regulation of medical marijuana distribution establishments, i.e., a determination of zoning-in-progress; and

WHEREAS, the Board of County Commissioners finds that it is essential to protect and preserve the public health, safety and welfare of the County and its citizenry, that it is in the County's best interest, and that it is consistent with the Comprehensive Plan and Land Development Code for the County to study and evaluate this new and unique use and to place a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits, site plan approvals, or any other official action of Escambia County permitting or having the effect of permitting new medical marijuana distribution establishments in the unincorporated areas of Escambia County for a period of up to one year; and

WHEREAS, on July 9, 2016, a legal advertisement was placed in a newspaper of general circulation in the County notifying the public of this proposed Ordinance and of the public hearing to be held on July 19, 2016, at 5:38 p.m. in the Board of County Commissioners' Chambers to be held at least seven days after the advertisement; and

WHEREAS, on July 23, 2016, a second legal advertisement was placed in a newspaper of general circulation in the County notifying the public of this proposed Ordinance and of the public hearing to be held on August 4, 2016, at 5:32 p.m. in the Board of County Commissioners' Chambers to be held at least five days after the second advertisement; and

WHEREAS, two public hearings were held pursuant to the published notices described above at which parties in interest and all others had the opportunity to be and were, in fact, heard regarding both the need for and potential negative impact resulting from permitting medical marijuana distribution establishments.

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

Section 1. The Board of County Commissioners adopts the foregoing findings.

Section 2. Purpose.

The purpose of this Ordinance is to enable Escambia County sufficient time to review, study, hold public hearings, and prepare and adopt any necessary amendments to the Escambia County Land Development Code, Escambia County Comprehensive Plan, and/or Escambia County Code of Ordinances, relating to the appropriate locations for medical marijuana distribution establishments, if any. During this 12 month period, the County will not take any action on any application for development permit or issue any development order which has the effect of allowing or permitting the development of medical marijuana distribution establishments, except as provided in this Ordinance. It is not the purpose of this Ordinance to permanently deny any development orders and permits for other uses that are permitted by right or special use permit and that otherwise comply with all applicable codes, ordinances, regulations, and policies.

Section 3. Definition.

The following definitions apply to the following terms used in this Ordinance:

- (a) "Dispensing Organization" means an organization approved by the State to cultivate, process, transport, and dispense low-THC cannabis or medical cannabis.
- (b) "Low-THC cannabis" means a plant of the genus *Cannabis*, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seeds or resin that is dispensed only from a dispensing organization.
- (c) "Marijuana distribution establishment" means any facility where low-THC or medical cannabis is permitted to be dispensed by an approved dispensing organization pursuant to Section 381.986, Fla. Stat., and Florida Department of Health Rules.
- (d) "Medical cannabis" means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed only from a dispensing organization for medical use by an eligible patient as defined in Florida Statutes 499.0295.

Section 4. Imposition of Temporary Moratorium.

Escambia County hereby imposes a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits, site plan approvals or any other official action of Escambia County permitting or having the effect of permitting new medical marijuana distribution establishments, except as provided in this Ordinance.

Section 5. Duration of Moratorium

This temporary moratorium shall remain in effect for a period of 12 months from and including the effective date of this Ordinance or until the effective date of an ordinance amending the zoning regulations to address medical marijuana and distribution establishments, which first occurs.

This moratorium imposed by this Ordinance shall automatically expire 12 months from the effective date of this Ordinance, unless prior to such expiration, the Board of County Commissioners, after holding a public hearing, finds and determines that it is necessary to extend the moratorium for a limited and specified additional time period or upon adoption of amendments to the Land Development Code contemplated by the moratorium to prevent adverse off-site impacts and incompatibility of uses.

Section 6. Existing Businesses.

This temporary moratorium shall not affect any business lawfully operating within the unincorporated area of the County, as of the effective date of this Ordinance, pursuant to valid permits and approvals if in compliance with all applicable County, State, and Federal laws, codes, ordinances, rules, regulations, and policies.

Section 7. Alleviation of Hardship.

- (a) The Board of County Commissioners may authorize exceptions to the temporary moratorium imposed by this Ordinance when it finds, based upon substantial competent evidence presented to it, that deferral of action on an application for development permit and the deferral of the issuance of a development order for the duration of the moratorium would impose an extraordinary hardship on a landowner or developer.
- (b) A landowner, or developer with the consent of the landowner, shall file a request for an exception based upon extraordinary hardship with the County Administrator or designee, along with a fee of \$500.00 to cover processing and advertising costs. The request shall include a recitation of the specific facts that are alleged to support the claim of extraordinary hardship and shall contain such other information as the County Administrator shall prescribe as

- necessary for the Board of County Commissioners to be fully informed with respect to the application.
- (c) Notice of the filing of a request for an exception, and the date, time and place of the hearing thereon shall be published once at least 10 calendar days prior to the hearing in a newspaper of general circulation within the limits of Escambia County, Florida.
- (d) A public hearing on any request for an exception for extraordinary hardship shall be held by the Board of County Commissioners at the first regular meeting of the County Commission that occurs after the expiration of the period for publication of notice of the request for an exception.
- (e) In reviewing an application for an exception based upon a claim of extraordinary hardship, the Board of County Commissioners shall consider the following criteria:
 - The extent to which the applicant has, prior to the effective date received Escambia County permits or approvals for the proposed development.
 - 2) The extent to which the applicant has, prior to the effective date made a substantial expenditure of money or resources in reliance upon permits or other approvals of Escambia County directly associated with physical improvements on the land, such as grading, installation of utility infrastructure or any other public improvements.
 - 3) Whether the applicant has, prior to the effective date made contractual commitments in reliance upon permits or other approvals of Escambia County to complete the proposed development.
 - 4) Whether the applicant has, prior to the effective date in reliance upon permits or other approvals of Escambia County, incurred financial obligations to a lending institution which, despite a thorough review of alternative solutions, the applicant cannot meet unless development proceeds.
 - 5) Whether the moratorium will expose the applicant to substantial monetary liability to third persons; or would leave the applicant completely unable, after a thorough review of alternative solutions, to earn a reasonable investment backed expectation on the property.

Section 8. Severability

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181 182 It is declared the intent of the Board of County Commissioners that if any section, subsection, sentence, clause, provision or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

183	Section 9. Exclusion from the Code
184 185 186	It is the intention of the Board of County Commissioners that the provisions of this ordinance shall not become part of the Code of Ordinances of Escambia County, Florida.
187	Section 10. Effective Date.
188 189	This ordinance shall become effective upon its filing with the Department of State.
190	DONE AND ENACTED this day of, 2016.
191 192	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
193 194 195 196	Grover C. Robinson, IV, Chairman
190 197 198 199 200 201	ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT Deputy Clerk
202 203 204 205	(SEAL)
206 207	ENACTED:
208 209	FILED WITH DEPARTMENT OF STATE:
210	EEEECTIVE DATE:

ORDINANCE NO. 2016-____

ORDINANCE BOARD OF COUNTY AN OF THE COMMISSIONERS OF ESCAMBIA COUNTY. FLORIDA. ADOPTING FINDINGS: **PROVIDING DEFINITION:** ESTABLISHING A TEMPORARY MORATORIUM ON THE ISSUANCE OF PERMITS, SITE PLAN APPROVALS, OR ANY OTHER OFFICIAL ACTION OF ESCAMBIA COUNTY PERMITTING OR HAVING THE EFFECT OF PERMITTING **MEDICAL MARIJUANA DISTRIBUTION ESTABLISHMENTS: EXCEPTIONS**; PROVIDING FOR PROVIDING EFFECTIVE DATE AND DURATION; AND PROVIDING FOR SEVERALIBILITY.

WHEREAS, pursuant to Article VIII, Section 1(g), Florida Constitution, Section 125.01, Florida Statutes, the Board of County Commissioners is authorized to enact ordinances not inconsistent with general law and to establish zoning regulations as are necessary for the protection of the public; and

WHEREAS, the Board of County Commissioners determines that it is in the best interest of its residents, businesses and visitors to enact sufficient zoning regulations to ensure their health, safety and welfare; and

WHEREAS, medical marijuana distribution establishments are a new and unique use which is not currently addressed by the Escambia County zoning regulations; and

WHEREAS, Section 381.986(8)(a), Fla. Stat., preempts all matters regarding the regulation of the cultivation and processing of medical cannabis or low-THC cannabis by dispensing organizations to the State; and

WHEREAS, Section 381.986(8)(b), Fla. Stat., permits counties to "determine by ordinance the criteria for the number, location, and other permitting requirements that do not conflict with state law or department rule for all dispensing facilities of dispensing organizations located within the unincorporated areas of that county;" and

WHEREAS, a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits, site plan approvals or any other official action of Escambia County permitting or having the effect of permitting new medical marijuana distribution establishments will allow time to review, study, hold public hearings, and prepare and adopt an amendment or amendments to the Escambia County Land Development Code, Escambia County Comprehensive Plan, and/or the Escambia County Code of Ordinances to address this new and unique use; and

WHEREAS, the Board of County Commissioners has directed County staff to draft a temporary moratorium of up to one year in order to analyze the impacts of medical marijuana distribution establishments on the unincorporated areas of Escambia County, to evaluate potential Land Development Code, Comprehensive Plan, and/or Code of Ordinances amendments which may include, but are not limited to, identification of appropriate locations for such land uses, if any, and determination of land use standards; and

WHEREAS, on June 16, 2016, the Board of County Commissioners directed staff to review and study medical marijuana distribution establishments and prepare any necessary amendments for the purpose of appropriately regulating medical marijuana distribution establishments, thereafter putting the public on notice that the County has implemented a course of action which may result in the regulation of medical marijuana distribution establishments, i.e., a determination of zoning-in-progress; and

WHEREAS, the Board of County Commissioners finds that it is essential to protect and preserve the public health, safety and welfare of the County and its citizenry, that it is in the County's best interest, and that it is consistent with the Comprehensive Plan and Land Development Code for the County to study and evaluate this new and unique use and to place a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits, site plan approvals, or any other official action of Escambia County permitting or having the effect of permitting new medical marijuana distribution establishments in the unincorporated areas of Escambia County for a period of up to one year; and

WHEREAS, on July 9, 2016, a legal advertisement was placed in a newspaper of general circulation in the County notifying the public of this proposed Ordinance and of the public hearing to be held on July 19, 2016, at 5:38 p.m. in the Board of County Commissioners' Chambers to be held at least seven days after the advertisement; and

WHEREAS, on July 23, 2016, a second legal advertisement was placed in a newspaper of general circulation in the County notifying the public of this proposed Ordinance and of the public hearing to be held on August 4, 2016, at 5:32 p.m. in the Board of County Commissioners' Chambers to be held at least five days after the second advertisement; and

WHEREAS, two public hearings were held pursuant to the published notices described above at which parties in interest and all others had the opportunity to be and were, in fact, heard regarding both the need for and potential negative impact resulting from permitting medical marijuana distribution establishments.

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

Section 1. The Board of County Commissioners adopts the foregoing findings.

Section 2. Purpose.

The purpose of this Ordinance is to enable Escambia County sufficient time to review, study, hold public hearings, and prepare and adopt any necessary amendments to the Escambia County Land Development Code, Escambia County Comprehensive Plan, and/or Escambia County Code of Ordinances, relating to the appropriate locations for medical marijuana distribution establishments, if any. During this 12 month period, the County will not take any action on any application for development permit or issue any development order which has the effect of allowing or permitting the development of medical marijuana distribution establishments, except as provided in this Ordinance. It is not the purpose of this Ordinance to permanently deny any development orders and permits for other uses that are permitted by right or special use permit and that otherwise comply with all applicable codes, ordinances, regulations, and policies.

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- (c) "Marijuana distribution establishment" means any facility where low-THC or medical cannabis is permitted to be dispensed by an approved dispensing organization pursuant to Section 381.986, Fla. Stat., and Florida Department of Health Rules.
- (d) "Medical cannabis" means all parts of any plant of the genus Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, sale, derivative, mixture, or preparation of the plant or its seeds or resin that is dispensed only from a dispensing organization for medical use by an eligible patient as defined in Florida Statutes 499.0295.

Section 4. Imposition of Temporary Moratorium.

Escambia County hereby imposes a temporary moratorium on the acceptance of applications for, the processing of, and the issuance of development permits, site plan approvals or any other official action of Escambia County permitting or having the effect of permitting new medical marijuana distribution establishments, except as provided in this Ordinance.

Section 5. Duration of Moratorium

This temporary moratorium shall remain in effect for a period of 12 months from and including the effective date of this Ordinance or until the effective date of an ordinance amending the zoning regulations to address medical marijuana and distribution establishments, which first occurs.

This moratorium imposed by this Ordinance shall automatically expire 12 months from the effective date of this Ordinance, unless prior to such expiration, the Board of County Commissioners, after holding a public hearing, finds and determines that it is necessary to extend the moratorium for a limited and specified additional time period or upon adoption of amendments to the Land Development Code contemplated by the moratorium to prevent adverse off-site impacts and incompatibility of uses.

Section 6. Existing Businesses.

This temporary moratorium shall not affect any business lawfully operating within the unincorporated area of the County, as of the effective date of this Ordinance, pursuant to valid permits and approvals if in compliance with all applicable County, State, and Federal laws, codes, ordinances, rules, regulations, and policies.

Section 7. Alleviation of Hardship.

- (a) The Board of County Commissioners may authorize exceptions to the temporary moratorium imposed by this Ordinance when it finds, based upon substantial competent evidence presented to it, that deferral of action on an application for development permit and the deferral of the issuance of a development order for the duration of the moratorium would impose an extraordinary hardship on a landowner or developer.
- (b) A landowner, or developer with the consent of the landowner, shall file a request for an exception based upon extraordinary hardship with the County Administrator or designee, along with a fee of \$500.00 to cover processing and advertising costs. The request shall include a recitation of the specific facts that are alleged to support the claim of extraordinary hardship and shall contain such other information as the County Administrator shall prescribe as

- necessary for the Board of County Commissioners to be fully informed with respect to the application.
- (c) Notice of the filing of a request for an exception, and the date, time and place of the hearing thereon shall be published once at least 10 calendar days prior to the hearing in a newspaper of general circulation within the limits of Escambia County, Florida.
- (d) A public hearing on any request for an exception for extraordinary hardship shall be held by the Board of County Commissioners at the first regular meeting of the County Commission that occurs after the expiration of the period for publication of notice of the request for an exception.
- (e) In reviewing an application for an exception based upon a claim of extraordinary hardship, the Board of County Commissioners shall consider the following criteria:
 - The extent to which the applicant has, prior to the effective date received Escambia County permits or approvals for the proposed development.
 - 2) The extent to which the applicant has, prior to the effective date made a substantial expenditure of money or resources in reliance upon permits or other approvals of Escambia County directly associated with physical improvements on the land, such as grading, installation of utility infrastructure or any other public improvements.
 - 3) Whether the applicant has, prior to the effective date made contractual commitments in reliance upon permits or other approvals of Escambia County to complete the proposed development.
 - 4) Whether the applicant has, prior to the effective date in reliance upon permits or other approvals of Escambia County, incurred financial obligations to a lending institution which, despite a thorough review of alternative solutions, the applicant cannot meet unless development proceeds.
 - 5) Whether the moratorium will expose the applicant to substantial monetary liability to third persons; or would leave the applicant completely unable, after a thorough review of alternative solutions, to earn a reasonable investment backed expectation on the property.

Section 8. Severability

It is declared the intent of the Board of County Commissioners that if any section, subsection, sentence, clause, provision or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 9. Exclusion from the Code

It is the intention of the Board of County Commissioners that the provisions of this ordinance shall not become part of the Code of Ordinances of Escambia County, Florida.

Section 10. Effective Date.

Thi State.	is ordinance shall become effective t	upon its filing with the Department of
DONE AN	ND ENACTED 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	Approved as to form and legal sufficiency.
(SEAL)		By/Title: WWW Date:
ENACTE	D:	
FILED WI	ITH DEPARTMENT OF STATE:	
FFFFCTI	VE DATE:	



MARK DEE KENT Affidavits Requested: Notary Public - State of Florida Comm. Expires October 27, 2019 Comm. No. FF 931266

ESCAMBIA CO ATTORNEY/LEGAL ADS 221 PALAFOX PL STE 430

PENSACOLA

FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

Before the undersigned authority personally appeared Krista Kent, who on oath says that he or she is a Legal Advertising Representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida that the attached copy of advertisement, being a Legal Ad in the matter of

NOTICE OF INTENT TO ADOPT

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

08/06/16

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

Sworn to and Subscribed before me this 8th of August 2016, by Krista Kent who is personally known to me

Mark Dee Kent

Notary Public for the State of Florida My Commission expires October 27, 2019 NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE
NOTICE IS HERBBY GIVEN of the intention of the Board of County Commissioners of Escambia County, Florida at a public hearing to be held on Thursday, August 18, 2016 at 5:32 p.m. in the BCC Meeting Room, Ernie Lee Magaha Government Building, 221 Palafox Place, First Floor, to consider the adoption of the following ordinance:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING FINDINGS, PROVIDING DEFINION; ESTABLISHING A TEMPORARY MORATORIUM ON THE ISSUANCE OF PERMITS, SITE PLAN APPROVALS, OR ANY OTHER OFFICIAL ACTION OF ESCAMBIA COUNTY PERMITTING OR HAVING THE EFFECT OF PERMITTING MEDICAL MARIJUANA DISTRIBUTION ESTABLISHMENTS; PROVIDING FOR EXCEPTIONS; PROVIDING AN EFFECTIVE DATE AND DURATION; AND PROVIDING FOR SEVERALIBILITY. NOTICE OF INTENT TO ADOPT A COUNTY ORDINANCE

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

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

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA Legal No. 1486039 1T August 6, 2016

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BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA Legal No. 1486039 1T August 6, 2016

AI-10747 10.

BCC Regular Meeting Meeting Date: 08/18/2016

Issue: Committee of the Whole Recommendation

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

Recommendation:

Committee of the Whole Recommendation.

Recommendation: That the Board take the following action:

A. Approve amending Item 7 on the list of Rural Work Program Requests for 2016, to extend lane widening and shoulder paving on County Road 99, from State Road 97 to the Alabama State line, as recommended by the Committee of the Whole (C/W), at the July 14, 2016, C/W Workshop (C/W Item 4).

B. Approve sunsetting the Animal Services Advisory Committee and recognizing the people who have served so well on it at a scheduled meeting, and direct staff to prepare that Proclamation and recognition, as recommended by the C/W, at the August 11, 2016, C/W Workshop (C/W Item 4).

Attachments

Rural Work Program 2016 Requests

C/W: 07-14-2016

Rural Work Program
Escambia County Requests - 2016

Project Additions

Park & Ride Lots:

SR 97 north of CR 4 US 29 @ Omega Rd

Project Priorities

- 1. CR 4A from CR 4A/State Line Rd to CR 168 Lane widening and paved shoulders
- 2. CR 182 Molino Rd from US 29 to CR 95A Paved shoulders
- 3. CR 4 from SR 97 to CR 99- Lane widening and paved shoulders
- 4. Pine Barren Rd from Bogia Rd to CR 164 Lane widening and paved shoulders
- 5. CR 196 Barrineau Park Rd from US 29 to CR 95A Lane widening and paved shoulders
- 6. Pine Barren Rd from CR 164 to CR 4- Lane widening and paved shoulders
- 7. CR 99 from SR 97 to CR 4- Lane widening and paved shoulders
- 8. CR 164 from CR 99 to US 29– Lane widening and paved shoulders
- 9. CR 4A from US 29 to CR 4A- Lane widening and paved shoulders
- 10. CR 4 from CR 99 to US 29- Lane widening and paved shoulders
- 11. CR 4A from CR 168 to CR 4- Lane widening and paved shoulders
- 12. CR 97A from CR 99 west to CR 97A- Lane widening and paved shoulders
- 13. CR 97A from CR 97A north to CR 99A-Lane widening and paved shoulders
- 14. CR 99A from SR 97 to CR 97A- Lane widening and paved shoulders
- 15. CR 168 from CR 99 to CR 4A- Lane widening and paved shoulders
- 16. Pineville Rd from CR 97A to Brushy Creek Paving
- 17. Pineville Rd from Brushy Creek to CR 99A Paving
- 18. Pineville Rd from CR 99A to Jakes Rd- Paving
- 19. Ocie Phillips Rd from CR 97A to Brushy Creek- Paving
- 20. CR 95A from MPA Boundary to US 29 Multi-Use Trail

Al-10757 Clerk & Comptroller's Report 11. 1.

BCC Regular Meeting Consent

Meeting Date: 08/18/2016

Issue: TDT Collections Data for the June 2016 Returns Received in July 2016

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

Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the June 2016 Returns Received in July 2016

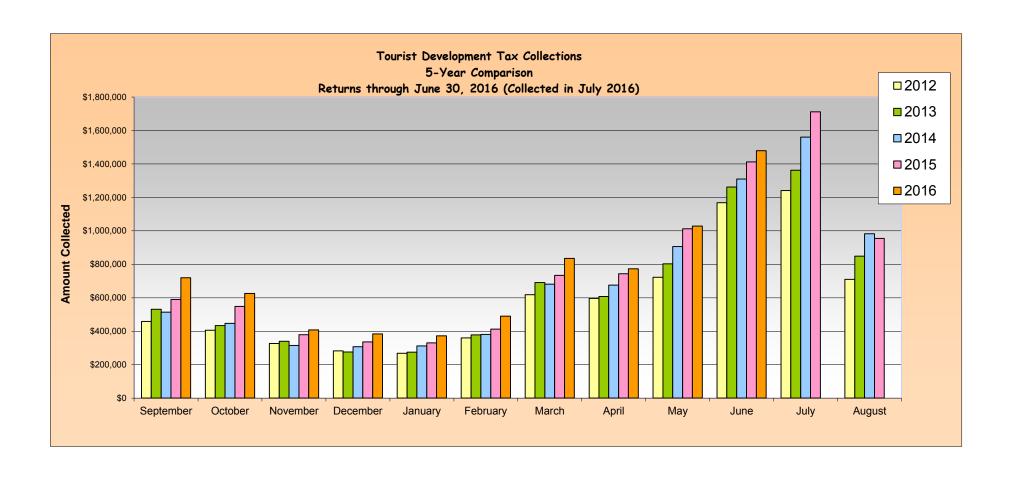
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the June 2016 returns received in the month of July 2016, as prepared by the Finance Department of the Clerk and Comptroller's Office; this is the tenth month of collections for the Fiscal Year 2016; total collections for the month of June 2016 returns was \$1,478,721.56; this is a 4.70% increase over the June 2015 returns; total collections year to date are 9.52% more than the comparable time frame in Fiscal Year 2015.

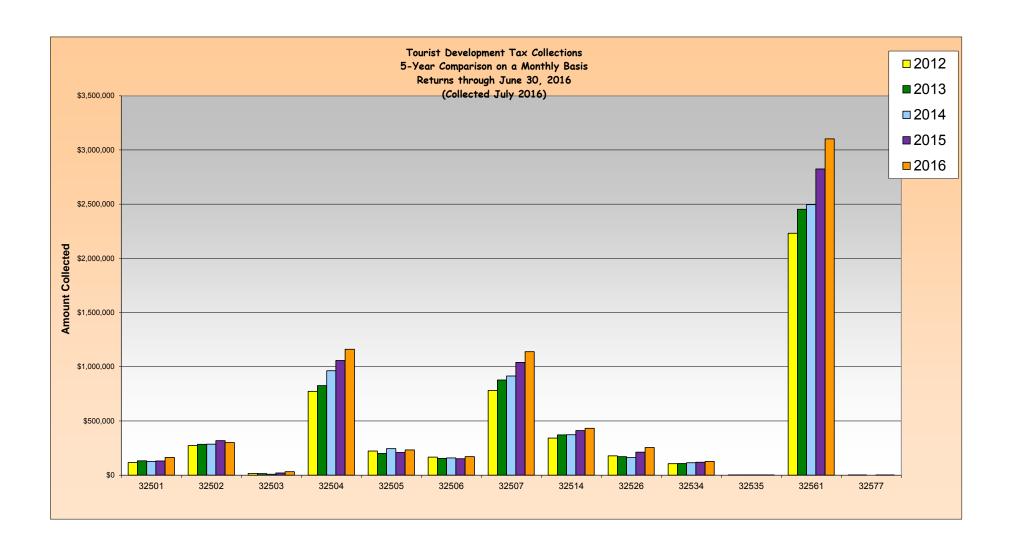
Attachments

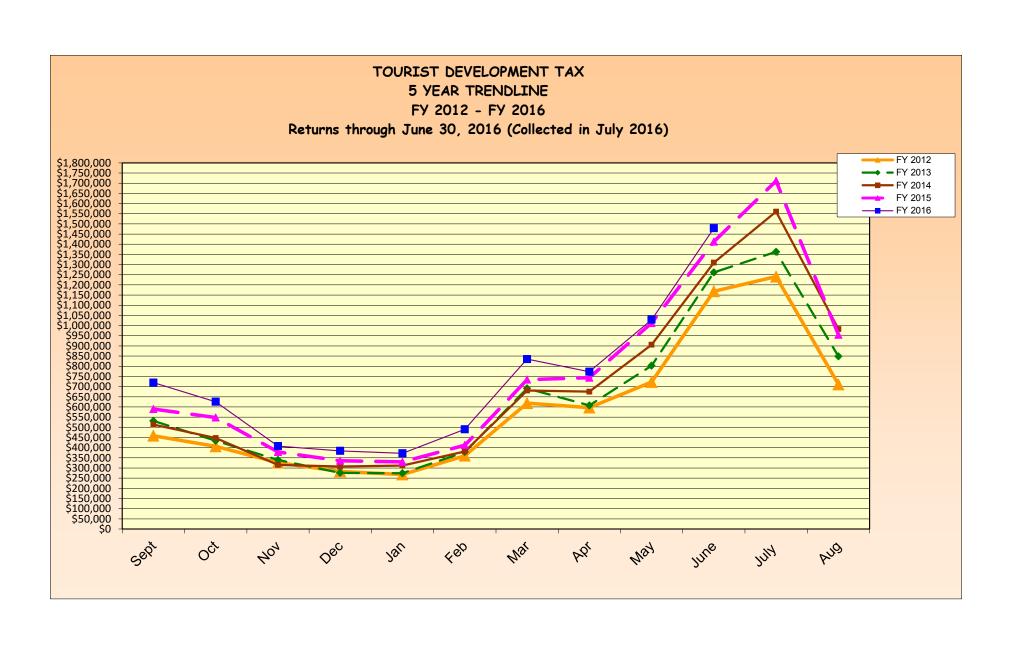
June 2016 TDT Collections

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

	Fiscal Year 2016	Fiscal Year 2015		
Zip	YTD Collected	YTD Collected		%
Code			Difference	Change
32501	163,085	131,502	31,583	24%
32502	300,519	318,821	(18,302)	-6%
32503	32,012	20,017	11,995	60%
32504	1,161,367	1,057,231	104,136	10%
32505	232,278	209,120	23,158	11%
32506	170,649	151,283	19,366	13%
32507	1,139,354	1,040,216	99,138	10%
32514	431,424	410,558	20,866	5%
32526	254,891	212,244	42,647	20%
32534	126,275	119,477	6,798	6%
32535	1,422	2,028	(606)	-30%
32561	3,102,795	2,824,607	278,188	10%
32562	-	-	-	0%
32577	50	465	(415)	0%
Total	\$ 7,116,121	\$ 6,497,569	\$ 618,552	10%







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

					Ž	Zip Code				
	32501		32502		32503		32504		32505	
					Cordova		Davis & Scenic Hwy		South of Michigan Av	
Month of	Downtown	% OF	Other Downtown	% OF	Mall & South	% OF	South of I-10 including	% OF	East of Mobile Hwy	% OF
Collection	Area	Total	Area	Total	Area	Total	Airport Area	Total	West of Pace Blvd	Total
10/15	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%
02/16	13,032	4%	23,607	6%	1,025	0%	84,142	23%	14,337	4%
03/16	13,400	3%	27,976	6%	1,807	0%	101,374	21%	28,180	6%
04/16	17,642	2%	36,335	4%	4,316	1%	136,994	16%	30,208	4%
05/16	17,514	2%	38,337	5%	3,718	0%	135,394	18%	26,196	3%
06/16	20,726	2%	32,731	3%	6,274	1%	158,136	15%	30,108	3%
07/16	24,497	2%	39,917	3%	8,313	1%	167,345	11%	31,515	2%
Total	\$ 163,085	2%	\$ 300,519	4%	\$ 32,012	0%	\$ 1,161,367	16%	\$ 232,278	3%

					7	Zip Code				
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of	& Highway 98	% OF	Perdido Key South	% OF	Hwy North of	% OF	of Michigan	% OF	Pensacola	% OF
Collection	Area	Total	of Sorrento Area	Total	I-10 Area	Total	Avenue Area	Total	Blvd North Area	Total
10/15	14,444	2%	118,368	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%
02/16	12,462	3%	46,390	12%	35,263	9%	19,997	5%	9,137	2%
03/16	15,117	3%	61,478	13%	38,016	8%	21,107	4%	12,049	2%
04/16	21,604	3%	125,695	15%	49,429	6%	27,812	3%	13,771	2%
05/16	19,370	3%	109,122	14%	49,965	6%	27,574	4%	15,294	2%
06/16	22,134	2%	168,441	16%	54,150	5%	31,565	3%	17,056	2%
07/16	28,784	2%	337,246	23%	58,513	4%	36,624	2%	18,710	1%
Total	\$ 170,649	2%	\$ 1,139,354	16%	\$ 431,424	6%	\$ 254,891	4% \$	126,275	2%

				Zip	Code						
	32535		32561		32562		325	32577			
	Century		Pensacola								
Month of	(Other)	% OF	Beach	% OF	Other	% OF	Molino		% OF	Total	% OF
Collection	Area	Total	Area	Total		Total	Area		Total	Month	Total
10/15	115	0%	344,148	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%	407,660	100%
01/16	83	0%	135,746	35%	-	0%			0%	384,174	100%
02/16	120	0%	112,686	30%	-	0%			0%	372,198	100%
03/16	124	0%	169,342	35%	-	0%			0%	489,970	100%
04/16	118	0%	371,503	44%	-	0%			0%	835,428	100%
05/16	122	0%	330,868	43%		0%			0%	773,474	100%
06/16	215	0%	487,473	47%	-	0%			0%	1,029,008	100%
07/16	215	0%	727,042	49%	-	0%		-	0%	1,478,722	100%
Total	\$ 1,422	0%	\$ 3,102,795	44% \$; -	0%	\$	50	0%	\$ 7,116,121	100%

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

						Zip Code				
	32501		32502		32503		32504		32505	
					Cordova		Davis & Scenic Hwy		South of Michigan Av	
Month of	Downtown	% OF	Other Downtown	% OF	Mall & South	% OF	South of I-10 including % OF		East of Mobile Hwy	% OF
Collection	Area	Total	Area	Total	Area	Total	Airport Area	Total	West of Pace Blvd	Total
10/14	12,080	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%
02/15	9,315	3%	20,156	6%	1,559	0%	78,723	24%	11,946	4%
03/15	10,927	3%	25,024	6%	1,737	0%	90,663	22%	15,462	4%
04/15	15,383	2%	37,903	5%	2,281	0%	129,751	18%	24,175	3%
05/15	14,931	2%	41,734	6%	2,716	0%	119,958	16%	26,063	4%
06/15	18,273	2%	46,322	5%	2,944	0%	142,031	14%	30,202	3%
07/15	19,902	1%	47,866	3%	3,244	0%	152,398	11%	37,190	3%
Total	\$ 131,502	2%	\$ 318,821	5%	\$ 20,017	0%	\$ 1,057,231	16%	\$ 209,120	3%

						Zip Code				
	32506		32507		32514		32526		32534	
	Lillian Hwy		Bayou Chico to		Palafox & Scenic		Mobile Hwy North		I-10 &	
Month of	& Highway 98	% OF	Perdido Key South	% OF	Hwy North of	% OF	of Michigan	% OF	Pensacola	% OF
Collection	Area	Total	of Sorrento Area	Total	I-10 Area	Total	Avenue Area	Total	Blvd North Area	Total
10/14	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%	14,418	3%	10,733	2%
12/14	12,374	3%	38,153	10%	31,823	8%	14,508	4%	9,370	2%
01/15	7,525	2%	31,711	9%	31,878	9%	9,581	3%	9,763	3%
02/15	10,575	3%	41,776	13%	31,056	9%	22,378	7%	9,109	3%
03/15	13,079	3%	58,292	14%	32,364	8%	16,867	4%	10,206	2%
04/15	21,703	3%	109,369	15%	47,807	7%	27,868	4%	13,465	2%
05/15	14,668	2%	108,012	15%	49,305	7%	27,070	4%	13,915	2%
06/15	21,474	2%	159,019	16%	55,183	5%	30,882	3%	14,862	1%
07/15	21,799	2%	326,639	23%	60,455	4%	34,694	2%	17,244	1%
Total	\$ 151,283	2%	\$ 1,040,216	16%	\$ 410,558	6%	\$ 212,244	3%	\$ 119,477	2%

				Zip	Code					
	32535		32561		32562		32577			
	Century		Pensacola							
Month of	(Other)	% OF	Beach	% OF	Other	% OF	Molino	% OF	Total	% OF
Collection	Area	Total	Area	Total		Total	Area	Total	Month	Total
10/14	124	0%	275,714	47%	-	0%	-	0%	589,691	100%
11/14	213	0%	243,219	44%	-	0%	415	0%	548,072	100%
12/14	104	0%	139,616	37%	-	0%	-	0%	379,004	100%
01/15	102	0%	124,512	37%	-	0%	-	0%	335,808	100%
02/15	111	0%	93,287	28%	-	0%	-	0%	329,991	100%
03/15	104	0%	137,546	33%	-	0%	-	0%	412,271	100%
04/15	163	0%	304,391	41%	-	0%	-	0%	734,259	100%
05/15	316	0%	324,801	44%	-	0%	-	0%	743,490	100%
06/15	651	0%	490,812	48%	-	0%	50	0%	1,012,704	100%
07/15	138	0%	690,712	49%	-	0%	-	0%	1,412,281	100%
Total _	\$ 2,028	0% \$	2,824,607	43% \$		0% \$	465	0%	\$ 6,497,569	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			
FEB	JAN	179,184	180,694	176,773	171,885	192,262	200,843	205,954	233,879	247,492	279,148			
MAR	FEB	212,686	227,362	215,131	201,473	241,571	270,226	283,812	286,019	309,204	367,477			
APR	MAR	328,479	344,151	297,195	330,261	397,690	464,002	518,242	510,758	550,693	626,572			
MAY	APR	315,555	303,720	338,268	358,871	417,733	447,350	455,554	506,593	557,617	580,106			
JUN	MAY	387,614	474,863	387,513	417,285	510,038	542,048	601,927	679,428	759,528	771,756			
JUL	JUN	590,236	605,739	598,667	510,928	708,757	876,396	946,229	982,133	1,059,211	1,109,041			
	TOTAL	\$2,876,262	\$3,033,066	\$2,877,453	\$2,883,253	\$3,485,121	\$3,906,089	\$4,197,231	\$4,386,211	\$4,873,175	\$5,337,091			

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	\$147,425	\$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			
FEB	JAN	59,728	60,231	58,924	57,295	64,087	66,948	68,651	77,960	82,497	93,049			
MAR	FEB	70,895	75,787	71,710	67,158	80,524	90,075	94,604	95,340	103,068	122,492			
APR	MAR	109,493	114,717	99,065	110,087	132,563	154,667	172,747	170,253	183,564	208,857			
MAY	APR	105,185	101,240	112,756	119,624	139,244	149,117	151,851	168,864	185,872	193,369			
JUN	MAY	129,205	158,288	129,171	139,095	170,013	180,683	200,642	226,476	253,176	257,252			
JUL	JUN	196,745	201,913	199,556	170,309	236,252	292,132	315,410	327,378	353,070	369,680			
	TOTAL	\$958,754	\$1,011,022	\$959,151	\$961,084	\$1,161,707	\$1,302,030	\$1,399,077	\$1,462,070	\$1,624,394	\$1,779,030			

Al-10816 Clerk & Comptroller's Report 11. 2.

BCC Regular Meeting Consent

Meeting Date: 08/18/2016

Issue: Acceptance of Documents Provided to the Clerk to the Board's Office

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

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. The Escambia County Health Facilities Authority, Pensacola, Florida, Financial Statements, September 30, 2015 and 2014, as provided by Paula Drummond, Executive Director/General Counsel of the Escambia County Health Facilities Authority; and
- B. The August 1, 2016, Tentative Budget Submission (Pursuant to section 373.536, Florida Statutes), for the Northwest Florida Water Management District (NFWMD), as provided by April Murray, Budget Analyst, NFWMD.

Attachments

2015 Health Facilities Authority Financial Statements
NFWMD 2016 Tentative Budget

PENSACOLA, FLORIDA FINANCIAL STATEMENTS SEPTEMBER 30, 2015 AND 2014

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

PENSACOLA, FLORIDA

FINANCIAL STATEMENTS

SEPTEMBER 30, 2015 AND 2014

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INDEPENDENT AUDITOR'S REPORT

Board of Directors Escambia County Health Facilities Authority Pensacola, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of Escambia County Health Facilities Authority (the "Authority"), as of and for the years ended September 30, 2015 and 2014, and the related notes to the financial statements, which comprise the Authority's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2015 and 2014, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1 to the financial statements, the Authority adopted an accounting standard that required retrospective application, resulting in recognition of net pension liabilities and related pension amounts, and restatement of net position as of October 1, 2013. Our opinion is not modified with respect to this matter.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Schedule of Proportionate Share of Net Pension Liability - Florida Retirement System Pension Plan, the Schedule of Proportionate Share of Net Pension Liability - Health Insurance Subsidy Program, the Schedule of Contributions - Florida Retirement System Pension Plan, and the Schedule of Contributions - Health Insurance Subsidy Program be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 5, 2016, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Pensacola, Florida May 5, 2016

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ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2015 AND 2014

The following is a narrative overview and analysis of the Authority's significant financial activities for the fiscal year ended September 30, 2015.

Operational Highlights

- The Escambia County Health Facilities Authority (the "Authority") has been in operation since 1975 after being established by resolution of the Escambia County Board of County Commissioners under the authority granted by Chapter 154, Part III, Florida Statutes. The Authority is constituted as a public instrumentality, and the exercise by the Authority of the powers conferred upon it by Florida law is held to be the performance of an essential public function. Its primary mission is to provide health facilities within its jurisdiction with the means to assist with the development and maintenance of the public health. It accomplishes this mission by providing health care organizations with capital financing at tax exempt rates to fund the facilities and structures needed by the community. The Authority is self-supporting and receives no federal, state or local governmental funding. The Authority receives no tax revenues from any source, and has no taxing power. Its operations are funded through revenues generated by its financing activities, and investment earnings on its reserves. By law, the Authority must maintain its operations until all of its outstanding bonds have matured and been redeemed. Additional information about the Authority, its history, and operations can be found on its website at www.echealthfinance.org.
- The Authority has one employee, Ms. Paula Drummond, who serves as Executive Director and General Counsel. Ms. Drummond is an attorney in good standing with The Florida Bar since 1978. She represented the Authority in her private practice for 22 years before accepting the employee position in 2005. Ms. Drummond is a member of the National Association of Bond Lawyers (NABL) and provides services as Issuer's Counsel for the Authority in connection with its bond financing activity. In addition, the Authority retains an external certified public accountant ("CPA") to provide financial management and oversight services on a continuous basis. The Authority's CPA has provided services since 2003. Clerical and other services are provided as needed by independent contractors engaged by the Executive Director from time to time.
- The Authority issues tax exempt revenue bonds, notes, and leases (collectively "bonds") to finance capital projects for non-profit health care organizations under the provisions of Chapters 154 and Chapter 159, Florida Statutes; the Internal Revenue Code of 1986, as amended; and other applicable laws and regulations. The Authority is also called upon from time to time to consider and approve amendments or supplements to the financing documents associated with its outstanding bonds. Since 1975, the Authority has issued more than \$805,000,000 in 33 series of revenue bonds, refunding bonds, or tax exempt equipment leases, to finance or refinance projects for 12 separate health care organizations. The majority of the bond issues have benefited local hospital systems and their affiliated facilities within the State of Florida. See Note 6 Conduit Debt Obligations for additional information on the Authority's financing activities.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2015 AND 2014

Operational Highlights (Continued)

- On September 30, 2015, the Authority had \$201,653,793 in outstanding bonds. The Authority is a conduit issuer which means that none of the Authority's general revenues or assets is pledged to the repayment of these bonds. The health care facilities, on whose behalf the bonds were issued (the "Borrowers"), are responsible for payment of principal and interest on the bonds. All of the Authority's rights and obligations in connection with these bonds are assigned to a corporate trustee pursuant to a Trust Indenture for each issue. The Trustee receives the debt service payments from the Borrowers, makes scheduled payments to the bondholders, and performs such other duties as are set forth in the Indentures. The Authority has received no notice from a Trustee that any Borrower was in default in connection with its obligations to pay debt service payments on its outstanding bonds.
- No new bonds were issued during fiscal year 2015. The following table shows the name of each outstanding bond issue, the original issue dates, maturity dates, and current amounts outstanding:

Name of Issue	Issue Date	Maturity Date	Amount Outstanding on
			9-30-2015
\$12,320,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.)	07/24/03	11/15/15	\$1,250,000
Series 2003 A			
\$25,395,000 Escambia County Health FA Revenue Bonds (Azalea Trace, Inc.)	07/24/03	11/15/29	\$25,395,000
Series 2003 B			
\$154,515,000 Revenue Bonds (Florida Health Care Facility Loan Program)	07/25/00	07/01/20	\$8,690,000
Series 2000 A			
\$8,600,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 A	06/01/05	06/05/30	\$6,130,125
\$900,000 Revenue Bonds (Covenant Hospice, Inc.) Series 2005 B	08/23/05	07/05/30	\$643,535
\$15,000,000 Revenue Bond (Baptist Hospital, Inc.) Series 2009	12/09/09	11/01/19	\$10,089,376
\$155,000,000 Health Care Facilities Revenue Bonds (Baptist Hospital, Inc.)	02/15/10	08/15/36	\$144,600,000
Series 2010A			
\$15,000,000 Health Facilities Authority Baptist Hospital, Inc. Tax Exempt	12/08/10	04/30/16	\$4,855,757
Lease Financing			

• The Authority established a Charitable Grant Program to provide a source of funding for lower cost capital projects which improve, enhance and facilitate the provision of health care related services to Escambia County residents. Capital grants are available to local non-profit organizations whose regular funding sources are insufficient to allow them to acquire or upgrade their equipment or facilities. The grants are not loans and do not require repayment by the recipient. The Authority designated \$250,000 from its reserves to fund capital grants over a five fiscal year period (fiscal years 2013 through 2017). The amount of grant funds available in each of the five fiscal years is \$50,000 and any amounts not awarded will carry over to the following fiscal year. There are limits on the size of the grants awarded and other program requirements. A mini grant program was established during fiscal year 2015 to provide funds to local non-profits for special events, services or projects not involving capital expenditures. The maximum amount of any mini grant is \$2,500. The mini grant fund was capped at \$25,000 and by the end of the 2015 fiscal year, \$11,500 in mini grants were awarded. Additional information about the capital grant program can be found on the Authority's website.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2015 AND 2014

Operational Highlights (Continued)

- One capital grant and five mini grants were awarded during fiscal year 2015 to local non-profit organizations. A capital grant in the amount of \$13,000 was awarded to the Epilepsy Foundation of Florida, Inc. to fund the acquisition of equipment and furnishings on behalf of the Epilepsy Resource Center in Pensacola, Florida. Four mini grants of \$2,500 each were awarded to Waterfront Rescue Mission, Council on Aging of West Florida, The Salvation Army Pensacola Corps, and Loaves and Fishes Soup Kitchen. A mini grant of \$1,500 was awarded to Favor House of Northwest Florida.
- At the end of fiscal year 2015, the Authority had net position of \$2,573,825. The majority of these funds are designated as reserved for specific purposes. A reserve of \$2,000,000 was set aside to ensure funds for operating expenses of the Authority over the long term (the "Operating Reserve"). In fiscal year 2015 the operating reserve was reduced by \$70,328, leaving \$1,929,672 available as of September 30. 2015. A reserve fund of \$500,000 is maintained for bond issue contingency funding. The remaining Grant Program reserve is \$143,226. The Authority determines the levels of these reserves on an annual basis.
- The Authority had a net operating loss for fiscal year 2015 of \$165,182. Increases in annual revenue sources depend upon the need for capital financing by the local health facilities. The spread between tax exempt and taxable interest rates is small enough that health facilities have many options for financing their capital needs. The Authority did not issue bonds for new projects during fiscal year 2015. Currently, the Authority funds its operations through its annual fees derived from past financings, the earnings on its investments, and from funds held in its operating reserve. Annual bond fees were established according to the fee policy in existence at the time the bonds were issued, and cannot be increased. The Authority has historically kept annual fees at low levels as a consideration to the non-profit Borrowers. The existence of operating reserves has also factored into the decision to maintain annual fees at their current level.
- The Authority maintains a managed custodial investment account to achieve higher yields on reserved funds. At September 30, 2015, the investment portfolio for this account was approximately 33% U.S. Government Obligations and federal agency Mortgage-backed Securities, 58% Corporate Bonds, and 9% Certificates of Deposit.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Authority's basic financial statements. They are: 1) entity-wide financial statements and 2) notes to the financial statements.

Entity-wide financial statements are designed to provide readers with a broad overview of the Authority's finances in a manner similar to a private-sector business. The Statements of Financial Position present information on all the Authority's assets and liabilities, with the difference between the two reported as net position. The Statements of Revenues, Expenses, and Changes in Financial Position present information showing how the Authority's net position has changed during the most recent fiscal year end. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the entity-wide financial statements. The notes to the financial statements begin on page 12 of this report.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2015 AND 2014

Summary of Financial Condition

Escambia County Health Facilities Authority's Net Position

	2015	2014
Current Assets	\$ 2,711,467	\$ 2,897,301
Non-Current Assets:		
Capital assets	927	1,397
Deposits	450	450
	1,377	1,847
Total Assets	2,712,844	2,899,148
Deferred Outflows of Resources:		
Pensions	48,110	47,734
Total Assets and Deferred Outflows	\$ 2,760,954	\$ 2,946,882
Current Liabilities	\$ 39,763	\$ 11,319
Non-Current Liabilities	117,446	87,143
Total Liabilities	157,209	98,462
Deferred Inflows of Resources:		
Pensions	29,920	64,591
Net Position:		
Net investment in capital assets	927	1,397
Designated for future operations	1,929,672	2,000,000
Designated for bond issue contingencies	500,000	500,000
Designated for charitable grants	143,226	212,725
Undesignated	_	69,707
	2,573,825	2,783,829
Total Liabilities, Deferred Inflows and Net Position	\$ 2,760,954	\$ 2,946,882

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2015 AND 2014

Escambia County Health Facilities Authority's Revenues, Expenses, and Changes in Net Position

	2015			2014
Operating Revenues	\$	50,102	\$	61,807
Operating Expenses		(215,284)		(236,225)
Nonoperating Revenues		24,677		18,392
Nonoperating Expenses		(69,499)		(26,517)
Change in Net Position		(210,004)		(182,543)
Net Position - Beginning of Year, as previously reported	d	2,783,829		3,057,451
Restatement for pensions		-		(91,079)
Net Position - Beginning of Year, as restated		2,783,829		2,966,372
Net Position - End of Year	\$	2,573,825	\$	2,783,829

At the end of the fiscal year, the Authority had net position of \$2,573,825 which is a decrease of \$210,004 from the prior fiscal year. The total operating expenses for the fiscal year were \$215,284, of which \$153,270 was incurred for payroll and related expenses. The total nonoperating expenses for the year were \$69,499, all of which was for charitable grant payments that were charged against the reserve account for grants and were not considered part of regular operating expenses.

The total nonoperating revenues for the year consist of investment income as follows:

	 2015		2014
Interest income	\$ 50,562	\$	61,957
Fund B final distribution	5,264		-
Realized loss	(14,052)		(12,624)
Unrealized loss	(9,074)		(24,665)
Fees and other investment costs	 (8,023)		(6,276)
	\$ 24,677	\$	18,392

Total investment income increased 6% from the prior fiscal year.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY MANAGEMENT'S DISCUSSION AND ANALYSIS SEPTEMBER 30, 2015 AND 2014

Realized losses which are included in investment income are due primarily to investments which were purchased at a premium and are shown as having a loss at maturity in the amount of the premium paid. The interest earnings on these investments are reported separately as interest income and are not included in the amount reported as realized loss. In 2015 and 2014 interest income from investments exceeded realized losses, fees, and other investment costs by \$28,487 and \$43,057, respectively. Unrealized losses which are also included in investment income are due primarily to fluctuations in the fair market value of securities held in the investment account.

In July 2015, following statutory authorization from the Florida legislature, the Florida State Board of Administration distributed the residual balance held within Fund B to those participants in the Local Government Investment Pool Surplus Funds Trust Fund ("LGIP" and now known as Florida PRIME) who had been entitled to, but had not received, a November 2007 interest payment on invested funds during that month. The amount paid to each such participant was based on each participant's proportional share of the total November 2007 interest earned by such participants in the LGIP which was not paid out but transferred to the trust fund in order to maximize the payout of principal. The Authority received a total payment of \$5,264, which is included in investment income but shown separately from interest income, as its proportional share of the November 2007 interest earned on its investment in the LGIP at that time.

Requests for Information

Questions concerning any of the information provided in this report may be directed to the following mailing address or through the Contact Us section of the Authority's website at www.echealthfinance.org.

Escambia County Health Facilities Authority Attn: Executive Director P.O. Box 2667 Pensacola, FL 32513-2667

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY STATEMENTS OF FINANCIAL POSITION SEPTEMBER 30, 2015 AND 2014

ASSETS AND DEFERRED OUTFLOWS

	 2015	 2014
Current Assets:		
Cash and cash equivalents	\$ 393,373	\$ 573,237
Investments	2,309,318	2,310,618
Interest receivable	8,664	13,111
Prepaid insurance	 112	 335
Total current assets	 2,711,467	 2,897,301
Non-Current Assets:		
Capital assets, net of accumulated depreciation	927	1,397
Deposits	 450	 450
Total non-current assets	 1,377	 1,847
Total assets	2,712,844	2,899,148
Deferred Outflows of Resources:		
Pensions	 48,110	 47,734
Total Assets and Deferred Outflows	\$ 2,760,954	\$ 2,946,882
LIABILITIES, DEFERRED INFLOWS AND NET POSITION		
Current Liabilities:		
Accrued expenses	\$ 11,075	\$ 3,962
Compensated absences	13,388	7,357
Charitable grants payable	15,300	-
Total current liabilities	39,763	11,319
Non-Current Liabilities:		
Compensated absences	10,251	12,921
Net pension liability	 107,195	 74,222
Total non-current liabilities	 117,446	 87,143
Total liabilities	 157,209	 98,462
Deferred Inflows of Resources:		
Pensions	 29,920	 64,591
Net Position:		
Net investment in capital assets	927	1,397
Unrestricted:		
Designated for future operations	1,929,672	2,000,000
Designated for bond issue contingencies	500,000	500,000
Designated for charitable grants	143,226	212,725
Undesignated	 -	 69,707
Total net position	 2,573,825	 2,783,829
Total Liabilities, Deferred Inflows and Net Position	\$ 2,760,954	\$ 2,946,882

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION YEARS ENDED SEPTEMBER 30, 2015 AND 2014

	2015	2014		
Operating Revenues:				
Fees -				
Annual bond	\$ 49,323	\$ 49,925		
Monthly	779	882		
Bond and issuer counsel	 _	11,000		
Total operating revenues	 50,102	 61,807		
Operating Expenses:				
Accounting and auditing	18,479	18,705		
Bond issuance	-	7,455		
Depreciation	470	1,430		
Dues and subscriptions	2,615	3,152		
Office expense	7,850	5,769		
Payroll	119,881	123,779		
Payroll taxes	8,524	8,491		
Pension and benefits	24,865	27,024		
Rent	11,937	12,030		
Seminars, training, and travel	20,663	28,390		
Total operating expenses	 215,284	 236,225		
Operating Loss	(165,182)	 (174,418)		
Nonoperating Revenues (Expenses):				
Investment income	24,677	18,392		
Charitable grants	(69,499)	(26,517)		
Total nonoperating expenses, net	 (44,822)	 (8,125)		
Change in Net Position	 (210,004)	 (182,543)		
Net Position - Beginning of Year, as previously reported	2,783,829	3,057,451		
Restatement for pensions	 	 (91,079)		
Net Position - Beginning of Year, as restated	 2,783,829	2,966,372		
Net Position - End of Year	\$ 2,573,825	\$ 2,783,829		

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY STATEMENTS OF CASH FLOWS YEARS ENDED SEPTEMBER 30, 2015 AND 2014

	2015			2014		
Cash Flows From Operating Activities:						
Receipts from health facilities and others	\$	50,102	\$	61,807		
Payments to vendors		(92,890)		(110,790)		
Payments to employees		(113,301)		(122,416)		
Net cash used in operating activities		(156,089)		(171,399)		
Cash Flows From Noncapital Financing Activities:						
Grant payments to other organizations		(54,199)		(37,275)		
Cash Flows From Investing Activities:						
Purchases of investments		(1,244,170)		(537,434)		
Sales and maturities of investments		1,222,344		449,039		
Purchase of capital assets		-		(720)		
Receipts from investment income		52,250		58,265		
Net cash provided by (used in) investing activities		30,424		(30,850)		
Net Decrease in Cash and Cash Equivalents		(179,864)		(239,524)		
Cash and Cash Equivalents, Beginning of Year		573,237		812,761		
Cash and Cash Equivalents, End of Year	\$	393,373	\$	573,237		
Reconciliation of Operating Loss to Net Cash Used in Operating Activities:						
Operating loss	\$	(165,182)	\$	(174,418)		
Adjustments to reconcile loss from operations	·	(, - ,	Ċ	(' , ' - /		
to net cash used in operating activities:						
Depreciation		470		1,430		
Changes in:						
Prepaid insurance		223		226		
Deferred outflows of resources - pensions		(376)		-		
Accrued expenses		7,113		(317)		
Compensated absences		3,361		1,680		
Net pension liability		32,973		-		
Deferred inflows of resources - pensions		(34,671)				
Net cash used in operating activities	\$	(156,089)	\$	(171,399)		



NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Reporting Entity:

The Escambia County Health Facilities Authority (the "Authority") was created on March 6, 1975 by resolution of the Escambia County Board of County Commissioners. The Authority members are appointed by the Escambia County Board of County Commissioners, with the operation and administration of the Authority governed by Chapter 154 Part III, Chapter 159 Part II, and Chapters 163 and 189 of the Florida Statutes. The Authority is self-supporting and generates revenues by providing financing for governmental and non-profit health care facilities within and outside of the State of Florida. There are no other component units which form the reporting entity.

Measurement Focus, Basis of Accounting and Financial Statement Presentation:

The Authority has adopted the provisions of Governmental Accounting Standards Board Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-For State and Local Governments* and Statement No. 37, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments: Omnibus*.

The financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

The Authority distinguishes between operating and nonoperating revenues and expenses. Operating revenues and expenses consist of charges for services and the costs of providing those services, including depreciation. All other revenues and expenses are reported as nonoperating.

The Authority applies all applicable Governmental Accounting Standards Board ("GASB") pronouncements. Additionally, the Authority applies pronouncements of the Financial Accounting Standards Board ("FASB") and its predecessor bodies, issued on or before November 30, 1989, unless those pronouncements contradict or conflict with GASB pronouncements.

New Accounting Pronouncement:

The GASB issued Statement No. 68, Accounting and Financial Reporting for Pensions (the "Statement") and Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date, an Amendment of GASB Statement No. 68, effective for fiscal years beginning after June 15, 2014. The Authority participates in the Florida Retirement System ("FRS") defined benefit pension plan and the Health Insurance Subsidy ("HIS") defined benefit plan administered by the Florida Division of Retirement. As a participating employer, the Authority implemented the Statement, which requires employers participating in cost-sharing multiple-employer defined benefit pension plans to report the employers' proportionate share of the net pension liabilities and related pension amounts of the defined benefit pension plans. The beginning net position of the Authority was decreased by \$91,079 due to the adoption of the Statement.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents:

For purposes of the statement of cash flows, the Authority considers all highly liquid investments with an original maturity of three months or less to be cash equivalents, including investments in the Local Government Surplus Funds Trust Fund Investment Pool. Maturities and reinvestments of invested funds are shown as purchases and sales and maturities of investments in the statement of cash flows.

Capital Assets:

Capital assets are recorded at cost and are depreciated over the estimated useful lives of individual assets. Estimated useful life is management's estimate of the length of time that the asset is expected to meet service demands. The straight-line method of depreciation is used based on an estimated useful life of five years.

Compensated Absences:

It is the Authority's policy to permit employees to accumulate an unlimited amount of earned but unused paid time off. Accordingly, the Authority records an accrual for earned but unused paid time off. Accrued but unused paid time off expected to be used within the next fiscal year is recorded as a current liability in the accompanying financial statements. The amount expected to be carried forward to future years is recorded as a non-current liability.

Pensions:

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position of the FRS defined benefit plan and the HIS defined benefit plan, and additions to/deductions from the FRS's and the HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and the HIS plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Outflows and Inflows of Resources:

The Authority has implemented the provisions of GASB Statements Nos. 63 and 65. Statement No. 63, Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position, provides financial reporting guidance for deferred outflows and inflows of resources, originally introduced and defined in GASB Concepts Statement No. 4, Elements of Financial Statements, as an acquisition or consumption of net assets applicable to a future reporting period, respectively. Further, Concepts Statement No. 4 also identifies net position as the residual of all other elements presented in a statement of financial position. Statement No. 65, Items Previously Reported As Assets and Liabilities, reclassifies and recognizes certain items that were formerly reported as assets and liabilities as one of the four financial statement elements, (1) deferred outflows of resources, (2) outflows of resources, (3) deferred inflows of resources, and (4) inflows of resources. Concepts Statement No. 4 requires that deferred outflows and deferred inflows be recognized only in those instances specifically identified in GASB pronouncements. Statement No. 65 provides that guidance.

The Authority reports decreases in net position that relate to future periods as deferred outflows of resources in a separate section of the statements of net position. The deferred outflows and inflows of resources related to pensions are further discussed in Note 7.

NOTE 2 - DEPOSITS AND INVESTMENTS

Deposits:

At September 30, 2015, the carrying amount of the Authority's deposits was \$184,359 and the bank balance was \$198,843, which was held by qualified public depositories under Chapter 280, Florida Statutes. Accordingly, these deposits are considered to be fully insured.

Concentration of Credit Risk:

The Authority's investment policy provides that except for U.S. Treasury securities, U.S. Government Agency securities, the Local Government Surplus Funds Trust Fund ("Florida PRIME"), investments insured by the Federal Deposit Insurance Corporation ("FDIC"), and certain money market funds, no more than 6% of the assets of the portfolio may be invested in the securities of any single issuer.

As of September 30, 2015, 6% of the Authority's investments were in the Florida PRIME, which is exempt from the concentration risk policy, while the remaining 94% of investments were in U.S. Government obligations, mortgage-backed securities and corporate bonds through a custodial account. At September 30, 2015, no assets subject to the concentration risk policy represented 6% or more invested in the securities of any single issuer.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk:

The investment of surplus funds and restricted reserve funds is governed by the provisions of Section 218.415, Florida Statutes, and Subsection 16 as to the types of investments that can be made. Pursuant to the provisions of this statute, the Authority has a comprehensive written investment policy which authorizes investments in the following securities:

- (a) Debt Obligations of the U.S. Treasury.
- (b) Government Agency Notes and Bonds.
- (c) Mortgage Backed Securities U.S. Government Agencies and Federal Instrumentalities (U.S. Government Sponsored Agencies).
- (d) Corporate Bonds (Rated single A or better at time of purchase by at least one nationally recognized statistical rating organization "NRSRO").
- (e) Commercial paper (Rated A-1/P-1 or better by at least one NRSRO).
- (f) Interest Bearing Time Deposits, Checking and Savings Accounts (from financial institutions qualified under Section 280.02, Florida Statutes, unless exempted therefrom as provided in the Statute).
- (g) Bankers Acceptances (Rated A-1/P-1 or better by at least one NRSRO).
- (h) Taxable Municipal Bonds (Rated single A or better by at least one NRSRO).
- (i) Tax Exempt Municipal Bonds (Rated single A or better by at least one NRSRO).
- (j) Money Market Funds (Rated "AAAm" by Standard & Poor's or the equivalent by another rating agency), and other forms of investments which qualify under the following definition: Securities of, or other investments in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.
- (k) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- (l) Florida PRIME or any governmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes having a rating of "AAAm" by Standard & Poor's or the equivalent by another rating agency.
- (m) Investments authorized under Section 218.415 (16) and (17), Florida Statutes, as the same may be amended from time to time, which may not be specifically listed.
- (n) Other investments or securities which may be specifically approved from time to time by action of the Authority at a public meeting.

NOTE 2 - DEPOSITS AND INVESTMENTS (Continued)

Credit Risk (Continued):

The Authority's investment policy states that a credit a rating of "AAAm" by Standard & Poor's or the equivalent by another rating agency is required for its investment in the Florida PRIME. Standard and Poor's Ratings Services assigned its "AAAm" principal stability fund rating to the Florida PRIME as of September 30, 2015. The Florida PRIME is an external 2a7-like investment pool, in which the fair value of the Authority's position in the pool is the same as the value of the pool shares.

Additional information regarding the Local Government Surplus Funds Trust Fund may be obtained from the State Board of Administration.

The Authority's investment policy states that a credit quality rating of single A or better from a nationally recognized rating agency is required at the time of purchase for its investments in corporate bonds. Moody's Investor Services assigned rates ranging from the "Aa2" (Standard & Poor's equivalent of "AA") rating to the "A2" (Standard & Poor's equivalent of "A") rating to the Authority's investments in corporate bonds as of September 30, 2015, except for four corporate bonds which had their ratings lowered to "Baa1" by Moody's Investor Services subsequent to their purchases.

The Authority's investment policy states that a credit quality rating of single "AAAm" by Standard & Poor's or the equivalent is required for its investments in money market funds. Standard & Poor's assigned the rate of "AAAm" to the Authority's investments in money market funds as of September 30, 2015.

Interest Rate Risk:

The Authority's investment policy is structured to ensure appropriate diversification of investments as a means of managing its exposure to fair value losses arising from increasing interest rates.

Investments:

As of September 30, 2015 and 2014, the Authority had the following investments:

Investment	Maturities		2015		2014
Money market funds	Average of less than 60 days	\$	45,549	\$	73,383
Local Government Surplus Funds Trust Fund	Average of 29 days		163,465		282,800
Certificates of deposit	Average of 7 days		200,007		300,287
U.S. Government obligations	Average of 1.52 years		705,890		678,811
Mortgage-backed securities	Average of 6.49 years		55,531		79,722
Corporate bonds	Average of 1.56 years		1,347,890		1,251,798
		\$	2,518,332	\$	2,666,801

NOTE 3 - CAPITAL ASSETS

Changes in capital assets were as follows:

	Beginning Balance		Additions		Disposals		Ending Balance	
Office equipment Less accumulated depreciation	\$	19,584 (18,187)	\$	- (470)	\$	- -	\$	19,584 (18,657)
	\$	1,397	\$	(470)	\$	-	\$	927

NOTE 4 - COMPENSATED ABSENCES

Compensated absences consist of accumulated unpaid paid time off, which covers personal or family member illness, medical care, bereavement leave, or other personal time off. Changes in compensated absences were as follows:

		Beginning				Ending	Current
	Balance		Additions Payments		Payments	 Balance	Portion
					_		
Compensated absences	\$	20,278	\$ 19,718	\$	(16,357)	\$ 23,639	\$ 13,388

NOTE 5 - RISK MANAGEMENT

The Authority is exposed to various levels of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The Authority does not carry insurance against these risks. The Authority has implemented a policy that any check drawn on an Authority account in the amount of \$50,000 or more requires the signatures of two authorized signors on the account. The Authority does maintain a crime shield policy that covers the Authority against theft up to \$50,000. The Authority and its Executive Director have implemented financial policies and procedures to establish a system of internal controls, including the engagement of an external certified public accountant who provides extensive financial management services on a continuous basis. The Executive Director has discretionary authority to make purchases for day to day operations in amounts that do not exceed \$2,500, subject to the budget appropriation for the expense category; all other expenditures exceeding that value are pre-approved by the Board prior to payment. There have been no losses for these risks in any of the prior three fiscal years, and the Authority is not aware of any liabilities related to these risks as of September 30, 2015.

NOTE 6 - CONDUIT DEBT OBLIGATIONS

The Authority is a conduit issuer of tax exempt bonds and lease financing transactions (collectively "revenue bonds") to fund capital projects for qualified private sector non-profit health care organizations (the "conduit debt borrowers"). As a conduit issuer, the Authority has no obligation to repay the revenue bonds from its general revenues. The Authority undertakes its financing activities pursuant to the provisions of Chapter 154, Part III and Chapter 159, Part II, Florida Statutes and applicable federal tax and securities regulations. The revenue bonds are limited obligations of the Authority payable only from funds made available by the conduit debt borrowers under the terms of financing documents for each issue.

The Authority has no taxing power and the revenue bonds do not constitute a debt or pledge of the full faith and credit of the Authority, Escambia County, the State of Florida or any political subdivision thereof. Accordingly, the revenue bonds are not reported as liabilities in the accompanying financial statements.

The outstanding balance of conduit debt obligations issued by the Authority was \$201,653,793 and \$263,805,769 at September 30, 2015 and 2014, respectively.

NOTE 7 - RETIREMENT PLANS

Florida Retirement System:

As provided by Chapters 121 and 112, Florida Statutes, the FRS provides two cost-sharing multiple-employer defined benefit plans administered by the Florida Department of Management Services Division of Retirement, including the FRS Pension Plan ("Pension Plan") and the Retiree Health Insurance Subsidy ("HIS Plan") for participating public employees.

The State of Florida issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the Florida Division of Retirement, 2639 N. Monroe Street, Building C, Tallahassee, Florida 32399 or calling 1-850-488-6491.

Pension Plan:

<u>Plan Description</u> - The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan. The Pension Plan was amended in 1998 to add the Deferred Retirement Option Program ("DROP") and amended in 2000 to provide a defined contribution plan alternative for FRS members.

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

Benefits Provided - Authority employees hired before January 1, 1996 and all employees hired after September 30, 2007 are covered by the Pension Plan. Employees who retire with 30 years of credited service or at age 62 with 6 years of credited service are entitled to a benefit, payable monthly for life, equal to 1.6 percent of their average final compensation for each year of credited service. Average final compensation is the employee's average salary for the five highest years of salary earned during covered employment. Benefits fully vest on reaching 6 years of credited service. Vested employees may retire before age 62 or 30 years of credited service and receive reduced retirement benefits. The Pension Plan also provides death and disability benefits.

The DROP permits employees eligible for normal retirement under the Pension Plan to defer receipt of monthly benefit payment while continuing employment with an FRS participating employer. An employee may participate in the DROP for a period not to exceed 60 months after electing to participate. During the period of DROP participation, deferred monthly benefits are held in the Florida Retirement System Trust Fund and accrue interest.

<u>Contributions</u> - The Authority is required by State statute to make contributions to the Pension Plan equal to a certain percent of covered employees' salaries. On July 1, 2013, the Authority's employee entered DROP. The DROP participation period for the employee ends November 1, 2017. The Authority's contribution rate for DROP was 12.84% from October 1, 2013 through June 30, 2014, 12.28% from July 1, 2014 through June 30, 2015, and 12.88% from July 1, 2015 through September 30, 2015.

The Authority's contributions to the Pension Plan totaled \$14,425, \$15,039, and \$9,047, for the years ended September 30, 2015, 2014, and 2013, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At September 30, 2015 and 2014, the Authority reported a net pension liability of \$68,025 and \$36,788, respectively, for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2015 and 2014, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2015 and 2014, respectively. The Authority's proportionate share of net pension liability was based on the Authority's fiscal year contributions relative to the fiscal year contributions of all participating members. At June 30, 2015 and 2014, respectively, the Authority's proportionate share was 0.000526658% and .000602937%, respectively.

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

For the year ended September 30, 2015, the Authority recognized pension expense of \$9,852 related to the Pension Plan. In addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources for the years ended September 30, 2015 and 2014:

	(Deferred Outflows of Resources		Deferred Inflows Resources
September 30, 2015:				
Differences between expected and actual experience	\$	7,181	\$	1,613
Change in assumptions		4,515		-
Net difference between projected and actual earnings				
on Pension Plan investments		-		16,243
Changes in proportion and differences between Pension Plan				
contributions and proportionate share of contributions		29,576		10,011
Pension Plan contributions subsequent to measurement date		3,269		
	\$	44,541	\$	27,867
	(Deferred Outflows Resources		Deferred Inflows Resources
September 30, 2014:				
Differences between expected and actual experience	\$	-	\$	2,277
Change in assumptions		6,371		-
Net difference between projected and actual earnings				
on Pension Plan investments		-		61,369
Changes in proportion and differences between Pension Plan				
contributions and proportionate share of contributions		36,454		-
Pension Plan contributions subsequent to measurement date		3,210		-
	\$	46,035	\$	63,646

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

The deferred outflows of resources related to the Pension Plan totaling \$3,269 resulting from Authority contributions to the Pension Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2016. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending		
September 30		
2016	\$ (3	392)
2017	(3	392)
2018	(3	392)
2019	13,0)09
2020	1,7	732
Thereafter		160)
	\$ 13,4	105

<u>Actuarial Assumptions</u> - The total pension liability in the July 1, 2015 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60%
Salary increases	3.25%, average, including inflation
Investment rate of return	7.65%, net of pension plan investment expense,
	including inflation

Mortality rates were based on the Generational RP-2000 with Projection Scale BB.

The actuarial assumptions used in the July 1, 2015 and 2014 valuation were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

The long-term expected rate of return on Pension Plan investments was not based on historical returns, but instead is based in a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The target allocation and best estimates of arithmetic and geometric real rates of return for each major class are summarized in the following table:

	Target	Annual Arithmetic	Compound Annual (Geometric)	Standard
	Allocation (1)	Return	Return	Deviation
Cash Fixed income	1.00% 18.00%	3.20% 4.80%	3.10% 4.70%	1.70% 4.70%
Global equity	53.00%	8.50%	7.20%	17.70%
Real estate (property)	10.00%	6.80%	6.20%	12.00%
Private equity Strategic investments	6.00% 12.00%	11.90% 6.70%	8.20% 6.10%	30.00% 11.40%
	100.00%			
Assumed inflation - Mean		2.60%		1.90%

Note: (1) As outlined in the Plan's investment policy.

<u>Discount Rate</u> - The discount rate used to measure the total pension liability was 7.65%. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

NOTE 7 - RETIREMENT PLANS (Continued)

Pension Plan (Continued):

<u>Rate</u> - The following table presents the Authority's proportionate share of net pension liability calculated using the discount rate of 7.65% as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1%-point lower (6.65%) or 1%-point higher (8.65%) than the current rate:

	1%		Current		1%		
	Decrease		Discount Rate		Discount Rate		Increase
	 (6.65%)		(7.65%)		(8.65%)		
Authority's proportionate share of							
the net pension liability	\$ 176,268	\$	68,025	\$	(22,051)		

<u>Pension Plan Fiduciary Net Position</u> - Detailed information about the Pension's Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

<u>Payables to the Pension Plan</u> - At September 30, 2015 and 2014 the Authority reported payables of \$1,038 and \$1,070, respectively for the outstanding amount of contributions to the Pension Plan required for the years then ended.

HIS Plan:

<u>Plan Description</u> - The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of the State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Florida Department of Management Services.

Benefits Provided - For the year ended September 30, 2015 eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum payment of \$30 and a maximum payment of \$150 per month pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which includes Medicare.

NOTE 7 - RETIREMENT PLANS (Continued)

HIS Plan (Continued):

<u>Contributions</u> - The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. At September 30, 2015 the contribution rate was 1.66%. The Authority contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

The Authority's contributions to the HIS Plan totaled \$1,468, \$1,371, and \$1,354 for the years ended September 30, 2015, 2014, and 2013, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At September 30, 2015 and 2014, the Authority reported a net pension liability of \$39,170 and \$37,434, respectively, for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2015 and 2014, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2015 and 2014, respectively. The Authority's proportionate share of net pension liability was based on the Authority's fiscal year contributions relative to the fiscal year contributions of all participating members. At June 30, 2015 and 2014, the Authority's proportionate share was 0.000384082% and 0.000400353%, respectively.

For the year ended September 30, 2015, the Authority recognized pension expense of \$2,559 related to the HIS Plan. In addition, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources at September 30, 2015 and 2014:

	D	Deferred		Deferred	
	C	outflows		Inflows	
	of R	Resources	of Resources		
September 30, 2015:					
Change in assumptions	\$	3,082	\$	-	
Net difference between projected and actual earnings					
on HIS Plan investments		3		(18)	
Changes in proportion and differences between HIS Plan					
contributions and proportionate share of contributions		-		2,071	
HIS Plan contributions subsequent to measurement date		484			
	\$	3,569	\$	2,053	

NOTE 7 - RETIREMENT PLANS (Continued)

HIS Plan (Continued):

	0	eferred outflows desources	Deferred Inflows of Resources	
September 30, 2014:				
Change in assumptions	\$	1,332	\$	-
Net difference between projected and actual earnings				
on HIS Plan investments		-		(18)
Changes in proportion and differences between HIS Plan				
contributions and proportionate share of contributions		-		963
HIS Plan contributions subsequent to measurement date		367		-
	\$	1,699	\$	945

The deferred outflows of resources related to pensions totaling \$484 resulting from Authority contributions to the HIS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2016.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:

Year Ending		
September 30		
2016	\$	178
2017		178
2018		178
2019		173
2020		171
Thereafter		154
	<u>\$</u>	1,032

NOTE 7 - RETIREMENT PLANS (Continued)

HIS Plan (Continued):

<u>Actuarial Assumptions</u> - The total pension liability in the July 1, 2015 and 2014 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation 2.60%

Salary increases 3.25%, average, including inflation

Municipal Bond Rate 3.80%

Mortality rates were based on the Generational RP-2000 with Projection Scale BB.

The actuarial assumptions used in the July 1, 2015 and 2014 valuation were based on the results of an actuarial experience study for the period July 1, 2008 through June 30, 2013.

<u>Discount Rate</u> - The discount rate used to measure the total pension liability was 3.80%. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

<u>Rate</u> - The following table presents the Authority's proportionate share of net pension liability calculated using the discount rate of 3.80% as well as what the Authority's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1%-point lower (2.80%) or 1%-point higher (4.80%) than the current rate:

	1% Decrease (2.80%)		Current Discount Rate (3.80%)		1% Increase (4.80%)
Authority's proportionate share of the net pension liability	\$ (2.80%) \$ 44,633		39,170	\$ 34,615	

<u>Pension Plan Fiduciary Net Position</u> - Detailed information about the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

<u>Payables to the Pension Plan</u> - At September 30, 2015 and 2014 the Authority reported payables of \$154 and \$122, respectively, for the outstanding amount of contributions to the HIS Plan required for the years then ended.

NOTE 8 - OPERATING LEASE

The Authority leases office space under an operating lease which expires on June 30, 2016. Rent expense for the facility lease amounted to \$11,937 and \$12,030 for the years ended September 30, 2015 and 2014, respectively. The minimum future rental payments total approximately \$9,000 through June 30, 2016.

NOTE 9 - RELATED PARTY TRANSACTIONS

A member of the Authority's Board of Directors holds a key position in the local Commercial Services division of a Pensacola based bank used by the Authority for two of its depository accounts. The Authority also maintains an investment account that is handled by the Investment Management and Corporate Trust Services divisions at the bank's corporate headquarters in Alabama. The board member is not affiliated with these Alabama divisions. At September 30, 2015, amounts at this bank totaling approximately \$2,524,000 were held in checking, money market, and investment accounts.

NOTE 10 - CHARITABLE GRANT PROGRAM

The Authority reinstated its Charitable Grant Program during fiscal year 2013 to improve health care related services to residents of Escambia County, Florida. At that time, the Authority designated \$250,000 to fund the Charitable Grant Program over five fiscal years (2013 - 2017). Under the program, funds for lower cost capital expenditures are made available to selected Escambia County non-profit organizations meeting certain requirements. The grants are not loans and do not require repayment by the recipient. The amount of grant funds available in each of the five fiscal years is \$50,000 and any amounts not awarded carry over to the following fiscal year. There are limits on the size of the grants awarded and other program requirements. A mini grant program was established during fiscal year 2015 to provide funds to local non-profits for special events, services or projects not involving capital expenditures. The maximum amount of any mini grant is \$2,500. The mini grant fund was capped at \$25,000 and by the end of the fiscal year \$11,500 in mini grants were awarded.

During fiscal year 2014, the Authority approved grants to assist the following non-profit organizations: Sacred Heart Hospital Foundation for the LEAP Class of 2014 project to renovate the children's playroom at Sacred Heart Children's Hospital (up to \$5,000) and Gulf Coast Kids' House to purchase medical and other equipment for the new medical exam and forensic interview rooms (up to \$30,000). As of September 30, 2014, the Sacred Heart Hospital Foundation grant was fully expensed and closed. The Gulf Coast Kids' House grant was fully expensed and closed during the year ended September 30, 2015.

NOTE 10 - CHARITABLE GRANT PROGRAM (Continued)

During fiscal year 2015, one capital grant and five mini grants were awarded to local non-profit organizations. A capital grant in the amount of \$13,000 was awarded to the Epilepsy Foundation of Florida, Inc. to provide funding for the acquisition of equipment and furnishings on behalf of the Epilepsy Resource Center. Four mini grants of \$2,500 each were awarded to Waterfront Rescue Mission, Council on Aging of West Florida, The Salvation Army Pensacola Corps, and Loaves and Fishes Soup Kitchen. One mini grant of \$1,500 was awarded to Favor House of Northwest Florida. All six grants were fully expensed and closed during the year ended September 30, 2015.

During fiscal years 2014 and 2015, the Authority expensed \$26,517 and \$69,499, respectively, in funding for grants.

At September 30, 2015, \$143,226 was available for funding additional capital grants through the end of the Charitable Grant Program on September 30, 2017.



ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY FLORIDA RETIREMENT SYSTEM PENSION PLAN LAST TEN FISCAL YEARS*

		2015		2014	
Escambia County Health Facilities Authority's proportion of net pension liability		0.000526658%		0.000602937%	
Escambia County Health Facilities Authority's					
proportionate share of net	¢	69.025	¢	26 799	
pension liability	\$	68,025	\$	36,788	
Escambia County Health Facilities Authority's					
covered-employee payroll	\$	116,520	\$	116,520	
Escambia County Health Facilities Authority's proportionate share of net pension liability as a percentage of its covered-					
employee payroll		58.38%		31.57%	
Plan fiduciary net position as a percentage of the total pension					
liability		92.00%		96.09%	

^{*} The amounts presented for each fiscal year were determined as of June 30. Information provided above was obtained from an actuarial valuation; information prior to fiscal year 2014 was not available.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY HEALTH INSURANCE SUBSIDY PROGRAM LAST TEN FISCAL YEARS*

		2015		2014	
Escambia County Health Facilities Authority's proportion of net pension liability	(0.000384082%		0.000400353%	
Escambia County Health Facilities Authority's					
proportionate share of net					
pension liability	\$	39,170	\$	37,434	
Escambia County Health Facilities Authority's					
covered-employee payroll	\$	116,520	\$	116,520	
Escambia County Health Facilities Authority's proportionate share of net pension liability as a percentage of its covered-					
employee payroll		33.62%		32.13%	
Plan fiduciary net position as a percentage of the total pension					
		0.50%		0.99%	
liability		0.30%		0.99%	

^{*} The amounts presented for each fiscal year were determined as of June 30. Information provided above was obtained from an actuarial valuation; information prior to fiscal year 2014 was not available.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY SCHEDULE OF CONTRIBUTIONS FLORIDA RETIREMENT SYSTEM PENSION PLAN LAST TEN FISCAL YEARS*

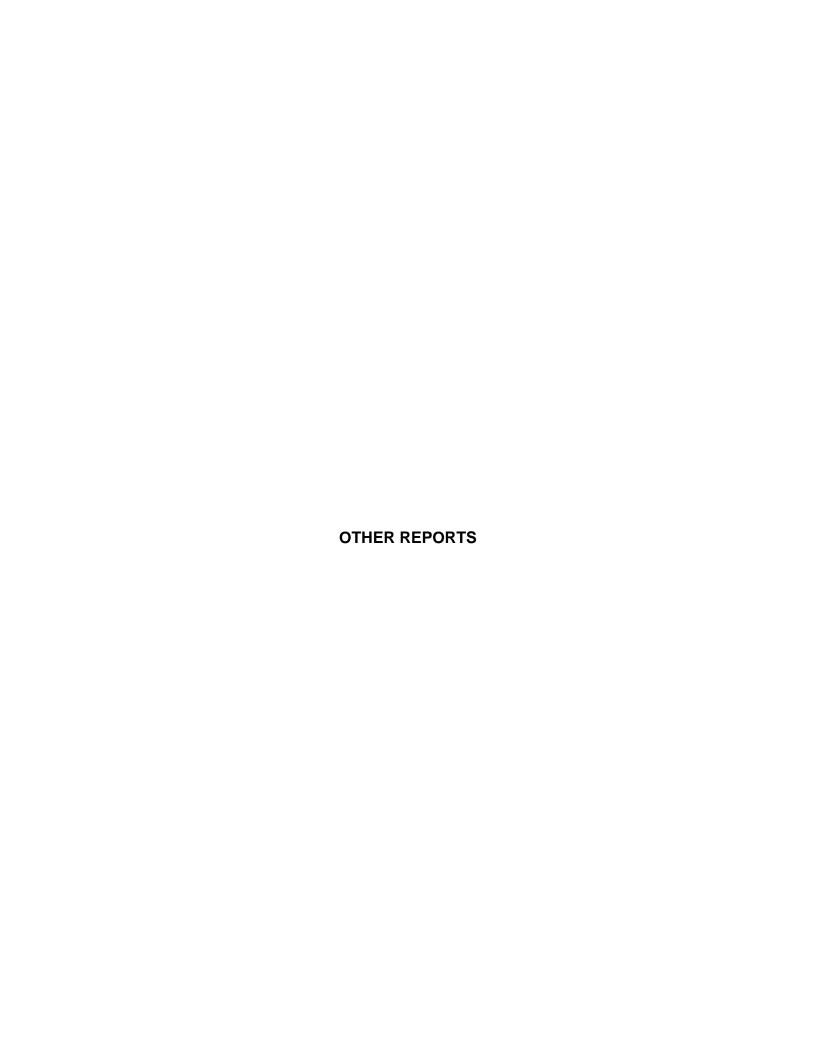
	 2015	2014
Contractually required contribution	\$ 14,425	\$ 15,039
Contributions in relation to the contractually required contribution	 (14,425)	 (15,039)
Contributions deficiency (excess)	\$ 	\$
Escambia County Health Facilities Authority's covered-employee payroll	\$ 116,520	\$ 116,520
Contribution as a percentage of covered-employee payroll	12.38%	12.91%

^{*} The amounts presented for each fiscal year were determined as of June 30. Information provided above was obtained from an actuarial valuation; information prior to fiscal year 2014 was not available.

ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY SCHEDULE OF CONTRIBUTIONS HEALTH INSURANCE SUBSIDY PROGRAM LAST TEN FISCAL YEARS*

	 2015	 2014
Contractually required contribution	\$ 1,468	\$ 1,371
Contributions in relation to the		
contractually required contribution	 (1,468)	(1,371)
Contributions deficiency (excess)	\$ 	\$ -
Escambia County Health Facilities Authority's		
covered-employee payroll	\$ 116,520	\$ 116,520
Contribution as a percentage of		
covered-employee payroll	1.26%	1.18%

^{*} The amounts presented for each fiscal year were determined as of June 30. Information provided above was obtained from an actuarial valuation; information prior to fiscal year 2014 was not available.





INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors Escambia County Health Facilities Authority Pensacola, Florida

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated May 5, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors Escambia County Health Facilities Authority

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pensacola, Florida

May 5, 2016



INDEPENDENT ACCOUNTANT'S REPORT ON COMPLIANCE WITH SECTION 218.45, FLORIDA STATUTES

Board of Directors Escambia County Health Facilities Authority Pensacola, Florida

Saltmarch Cleandand & Dund

We have examined the Escambia County Health Facilities Authority's (the "Authority's") compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2015. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such procedures as we considered necessary in the circumstances. We believe that our examination provided a reasonable basis for our opinion. Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2015.

This report is intended solely for the information and use of the Authority and the Auditor General, State of Florida, and is not intended and should not be used by anyone other than these specified parties.

Pensacola, Florida May 5, 2016



MANAGEMENT LETTER

Board of Directors Escambia County Health Facilities Authority Pensacola, Florida

Report on the Financial Statements

We have audited the financial statements of Escambia County Health Facilities Authority (the "Authority") as of and for the fiscal year ended September 30, 2015, and have issued our report thereon dated May 5, 2016.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reports

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*, and our Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, Section 601, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 5, 2016, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Auditor's Comment 2013-1 was included in the Management Letter under Other Matters for the fiscal year ended September 30, 2014. Based on measures put in place at the Authority, we did not consider it necessary to repeat the comment for the fiscal year ended September 30, 2015.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in the management letter, unless disclosed in the notes to the financial statements. This information is included in the notes to the financial statements. There are no component units.

Financial Condition

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the Authority has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Section 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Annual Financial Report

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, requires that we apply appropriate procedures and report the results of our determination as to whether the annual financial report for the Authority for the fiscal year ended September 30, 2015, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2015. In connection with our audit, we determined that these two reports were in agreement.

Other Matters

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we address in the Management Letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Board of Directors Escambia County Health Facilities Authority

Saltmarch Cleansant & Bunk

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Pensacola, Florida

May 5, 2016

August 1, 2016

TENTATIVE BUDGET SUBMISSION

(Pursuant to section 373.536, Florida Statutes)







Brett J. Cyphers Executive Director

Northwest Florida Water Management District

81 Water Management Drive, Havana, Florida 32333-4712 (U.S. Highway 90, 10 miles west of Tallahassee)

Phone: (850) 539-5999 • Fax: (850) 539-2777

August 1, 2016

The Honorable Rick Scott, Governor Plaza Level, The Capitol 400 South Monroe Street Tallahassee, FL 32399-0001

Subject:

Northwest Florida Water Management District Tentative Budget for Fiscal Year 2016-2017

Dear Governor Scott:

The Northwest Florida Water Management District respectfully submits the District's Tentative Budget for Fiscal Year (FY) 2016-2017 in accordance with section 373.536, Florida Statutes. Through the enclosed Tentative Budget of \$62.1 million, the District continues to demonstrate its focus on projects and activities that directly benefit the water resources and communities of northwest Florida.

This budget also reflects the District's commitment to protecting the environment without adding to the financial burden of our taxpayers. The FY 2016-2017 Tentative Budget proposes levying the rolled-back millage rate of 0.0366, which is the rate that would produce the same tax revenue as in the previous year. This proposed rate is 26.8 percent below the District's constitutional and statutory cap of 0.0500, and less than the 0.0378 assessed in FY 2015-2016.

The Tentative Budget continues funding priority projects and activities that are vital to support the District's core mission of water supply, water quality, natural systems, and flood protection, including:

- \$31.5 million for Springs Projects. This funding will enable the District to implement springs restoration projects for Wakulla Spring, Jackson Blue Spring, and springs associated with the Holmes and Econfina creek systems.
- \$9.5 million for Water Supply and Water Resource Development Assistance to continue support for cooperative grant projects across northwest Florida. This funding also supports the collaborative efforts with Bay County, Gulf Power, and Panama City to expand reclaimed water use in Bay County.
- \$2.0 million for monitoring and technical assessments to develop MFLs for the St. Marks River Rise, Wakulla Spring, Sally Ward Spring, Jackson Blue Spring, the Floridan aquifer in coastal Okaloosa, Santa Rosa, and Walton counties, and the Lower Yellow and Shoal River system.

GEORGE ROBERTS Chair Panama City JERRY PATE Vice Chair Pensacola JOHN W. ALTER Secretary-Treasurer Malone GUS ANDREWS DeFuniak Springs

JON COSTELLO Tallahassee MARC DUNBAR Tallahassee TED EVERETT Chipley NICK PATRONIS Panama City Beach BO SPRING Port St. Joe \$2.0 million for Watershed Restoration. This funding will facilitate continued efforts to
protect and restore water quality and estuarine habitats in the Apalachicola River and Bay
system through the implementation of cooperative stormwater retrofit projects and other best
management practices. This funding will also support focused project planning to benefit
watersheds across northwest Florida.

Thank you for your consideration of our FY 2016-2017 Tentative Budget. We look forward to continuing to work closely with your office, the Florida Legislature, and the Florida Department of Environmental Protection to finalize our budget and protect and restore the water resources of our region for the benefit of its taxpayers and citizens.

Please contact me if you have any questions or if additional information is required.

Sincerely,

Brett J. Cyphers Executive Director

Enclosures

cc:

The Honorable Andy Gardiner, President, Florida Senate

The Honorable Steve Crisafulli, Speaker, Florida House of Representatives

The Honorable Tom Lee, Chair, Senate Committee on Appropriations

The Honorable Alan Hays, Chair, Senate Appropriations Subcommittee on General Government

The Honorable Charles Dean, Sr., Chair, Senate Committee on Environmental Preservation and Conservation

The Honorable Richard Corcoran, Chair, House Appropriations Committee

The Honorable Ben Albritton, Chair, House Agriculture and Natural Resources Appropriations Subcommittee

The Honorable Matt Caldwell, Chair House State Affairs Committee

The Honorable Tom Goodson, Chair, House Agriculture and Natural Resources Subcommittee Executive Office of the Governor, Office of Policy and Budget

Jonathan P. Steverson, Secretary, Florida Department of Environment Protection

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Foreword

To ensure the fiscal accountability of the water management districts, section 373.536, Florida Statutes (F.S.), authorizes the Executive Office of the Governor (EOG) to approve or disapprove water management district (WMD) budgets, in whole or in part. Section 373.536, F.S., also directs the water management districts to submit a tentative budget by August 1 in a standard format prescribed by the EOG. The content and format of this report were developed collaboratively by the staffs of the Executive Office of the Governor, Senate, House of Representatives, Department of Environmental Protection (DEP), and all five water management districts. It uses the statutory program to standardize accounting between districts. This report has been prepared to satisfy the requirements of section 373.536, F.S.

The Northwest Florida Water Management District's Executive Director presented a draft of the tentative budget to the District's Governing Board Administration Budget and Finance Committee on June 9, 2016, for discussion. In compliance with statutory requirements, the Governing Board considered and approved a millage rate and tentative budget on July 14, 2016. The District now submits this August 1, 2016, tentative budget for review by the Governor, the President of the Senate, the Speaker of the House of Representatives, the Legislative Budget Commission, the Secretary of the Department of Environmental Protection, and the governing body of each county in which the District has jurisdiction or derives any funds for the operations of the District.

The Fiscal Year (FY) 2016-2017 Tentative Budget is scheduled for two public hearings before final adoption. The first hearing will take place on September 8, 2016, and the final budget adoption hearing will take place on September 22, 2016. Because this August 1 submission is a tentative budget, readers are advised to obtain a copy of the District's final budget when it becomes available after September 22, 2016, via the District's website: http://www.nwfwater.com.

Introduction

A. History of Water Management Districts

Due to extreme drought and shifting public focus on resource protection and conservation, legislators passed four major laws in 1972: the Environmental Land and Water Management Act, the Comprehensive Planning Act, the Land Conservation Act, and the Water Resources Act. Collectively, these policy initiatives reflect the philosophy that land use, growth management, and water management should be joined.

Florida's institutional arrangement for water management is unique in the United States. The 1972 Water Resources Act (WRA) granted Florida's five water management districts broad authority and responsibility. Two of the five districts existed prior to the passage of the WRA (South Florida and Southwest Florida), primarily as flood control agencies. Today, the responsibilities of all five districts encompass four broad categories: water supply (including water allocation and conservation), water quality, flood protection, and natural systems management.

Regional water management districts, established by the Legislature and recognized in the State Constitution, are set up largely on hydrologic boundaries. Water management districts levy ad valorem taxes normally reserved for local governments using taxing authority which emanates from a constitutional amendment passed by Floridians in 1976. The water management districts are governed regionally by boards appointed by the Governor and confirmed by the Senate. DEP also provides general oversight at the state level.

Florida water law, embodied largely in Chapter 373, F.S., combines aspects of Western (prior appropriation) and Eastern (riparian) water laws. In Florida, water is a resource of the state, owned by no one individual, with the use of water overseen by water management districts acting in the public interest. The original law recognized the importance of balancing human needs for water with those of Florida's natural systems.

Each of Florida's water management districts has a history that cannot be completely detailed here. Together, these unique organizations work with state and local governments to assure the availability of water supplies for all reasonable and beneficial uses; protect natural systems in Florida through land acquisition, management, and ecosystem restoration; promote flood protection; and address water quality issues. The reader should review the websites and contact officials at each district for further details.

B. Overview of the District

The Northwest Florida Water Management District stretches from the St. Marks River watershed in Jefferson County to the Perdido River in Escambia County. The District is one of five water management districts in Florida created by the WRA of 1972. Sixteen counties lie within the Northwest Florida Water Management District, including the counties of: Bay, Calhoun, Escambia, Franklin, Gadsden, Gulf, Holmes, Jackson, Leon, Liberty, Okaloosa, Santa Rosa, Wakulla, Walton, Washington, and the westernmost portion of Jefferson County.

Within the District's 11,305-square mile area lie several major hydrologic (or drainage) basins: Perdido River and Bay System, Pensacola Bay System (Escambia, Blackwater, and Yellow rivers), Choctawhatchee River and Bay System, St. Andrew Bay System, Apalachicola River and Bay System, Ochlockonee River and Bay System, and St. Marks River watershed (St. Marks and Wakulla rivers and Apalachee Bay). With approximately 1.4 million residents, the northwest region represents approximately seven percent of the state's population and approximately 17 percent of its land area.

A nine-member Governing Board guides the District's budget and activities. Board members are appointed by the Governor and confirmed by the Florida Senate to serve four-year terms without compensation. Members may be re-appointed. An Executive Director oversees a staff of 101 authorized positions and 9 Other Personal Services (OPS) positions that include hydrologists, geologists, biologists, engineers, planners, foresters, land managers, and administrative personnel.

The Northwest Florida Water Management District has three public office facilities strategically located to provide convenient access to citizens within its 16-county area. The locations of these offices are:

HEADQUARTERS

81 Water Management Drive Havana, Florida 32333-4712 (850) 539-5999 FIELD OFFICES

Carr Building 3800 Commonwealth Blvd Tallahassee, Florida 32399 (850) 921-2928

180 E. Redstone Avenue Crestview, FL 32539 (850) 683-5044

C. Mission and Guiding Principles of the District

The mission of the Northwest Florida Water Management District is to implement the provisions of Chapter 373, F.S., in a manner that best ensures the continued welfare of the residents and water resources of northwest Florida.

The District strives to remain policy-based, priority-driven, and fully accountable to taxpayers and their elected representatives.

D. Development of the District Budget

Florida and its water management districts are faced with many long-term challenges and must work efficiently to meet the water resource protection and water supply needs. The Northwest Florida Water Management District is committed to developing budgets that offer efficient and effective levels of service to its citizens while operating within the financial means of the region's taxpayers.

To ensure optimal performance from all programs that receive tax dollars, the District re-examines each program's effectiveness and value to water resources and the citizens of northwest Florida on an ongoing basis. District staff works closely with the EOG, DEP, and Legislature during each budget cycle and throughout the year to further realize this standard.

The Tentative Budget of the Northwest Florida Water Management District for FY 2016-2017 is created, presented, and adopted in compliance with the provisions of sections 200.065, 373.507, 373.535, and 373.536, F.S. The EOG, DEP, the District's Governing Board, Executive Director and District management, and the general public all play major roles in the budget development process. As of August 1, 2016, the Tentative Budget is submitted to the Governor and Legislature for review and comment.

The approved Preliminary Budget is used as the basis for developing the Tentative Budget for submission on August 1. The Tentative Budget is presented to the Governing Board during meetings open to the public in July of each year. Additionally, two public hearings on the Tentative Budget are held in September prior to budget adoption, with the final budget being enacted at the second budget hearing.

E. Budget Guidelines

The District continues to develop its budget within the guidelines established by Governor Scott and DEP, which include:

- The ongoing review of personnel, programs, and activities to ensure that each district is meeting its core mission without raising costs for the taxpayers they serve;
- Ensuring District employee benefits are consistent with those provided to state employees;
- Continuing District implementation plans for the beneficial use of excess fund balances; and
- Avoiding new debt.

The District-specific guidelines developed by the Governing Board and District management include:

Maintain core mission responsibilities:

- Water supply;
- Water quality;
- Natural systems; and
- Flood protection.

Maintain commitment to programmatic responsibilities:

- Springs restoration and protection;
- Surface Water Improvement and Management (SWIM) projects to benefit Apalachicola River and Bay;
- Minimum Flows and Levels;
- Environmental Resource Permitting and Water Use Permitting; and
- Land management, including long-term maintenance of mitigation lands funded through the Florida Department of Transportation (FDOT).

Maintain commitment to cooperative funding projects:

- Water resource and supply development assistance for local governments and non-profit utilities;
- Agriculturally focused Mobile Irrigation Laboratory (MIL), Sod-Based Crop Rotation, and other best management practice (BMP) cost share programs; and
- Cooperative technical and financial support for local governments seeking to join the District in improving water quality.

Maintain commitment to other District projects:

- Risk Mapping, Assessment, and Planning (Risk MAP) program funded by the Federal Emergency Management Agency (FEMA); and
- Information Technology improvements.

F. Budget Development Calendar and Milestones

October - November 2015

- FY 2015-2016 begins. (10/1)
- Staff develops FY 2016-2017 Preliminary Budget.

December 2015

 Draft Preliminary Budget provided to DEP and Governor's Office of Policy and Budget for review.

January 2016

- Draft Preliminary Budget presented to the Governing Board for approval. (1/14)
- Preliminary Budget submitted to Governor, Legislature, and DEP. (1/15)

March 2016

- Legislative Preliminary Budget comments due to the District. (3/1)
- District's response to legislative comments on Preliminary Budget due. (3/15)

May - June 2016

- Staff amends the Preliminary Budget as needed to develop the FY 2016-2017 Tentative Budget.
- Property Appraisers provide taxable value estimates. (6/1)
- Draft Tentative Budget summary presented to the Governing Board Administration Budget and Finance Committee for discussion. (6/9)

July 2016

- If no action is taken by the Legislature on the Preliminary Budget, the District may proceed with development of the Tentative Budget. (7/1)
- Property appraisers provide certificates of taxable values TRIM. (7/1)
- The Governing Board approves millage rate and Tentative Budget. (7/14)
- Budget presentation to DEP and Governor's Office of Policy and Budget.

August 2016

- Tentative Budget is submitted to Governor, Legislature, and DEP. (8/1)
- TRIM DR420 (millage form) sent to property appraisers.
- Tentative Budget presented to legislative staff.

September 2016

- Legislative Tentative Budget comments due. (9/5)
- Tentative Budget posted on District website. (9/6)
- Public hearing on the Tentative Budget. (9/8)
- Governor and Legislative Budget Commission disapproval of Tentative Budget due. (9/15)
- Governing Board adopts FY 2016-2017 millage rate and Budget after final public hearing. (9/22)
- Adopted Budget submitted to Governor, Legislature, and DEP.
- FY 2015-2016 ends. (9/30)

- October 2016 FY 2016-2017 begins. (10/1)
 - Adopted Budget posted on District website by 10/21.

A. Accomplishments and Efficiencies

Springs Restoration and Protection

The District is committed to protecting and restoring the quality and quantity of water that flows from springs in northwest Florida. A number of projects have been developed to restore and protect spring habitats; enhance compatible public access; and to assess, protect, and improve water quality within the groundwater contribution areas of major spring systems. These efforts are complemented by the District's dedicated focus to establish minimum flows and minimum water levels (MFLs) for the St. Marks River Rise, Wakulla Spring and Sally Ward Spring system, and Jackson Blue Spring.

The District initiated several major spring restoration and protection projects beginning in FY 2013-2014 and these, as well as new projects, continued through FY 2015-2016. Over the past year, progress continued on habitat restoration and public access enhancements at numerous springs on District lands, as well as water quality improvement projects with local communities for first-magnitude springs.

Williford Spring

Extensive shoreline, habitat restoration, and stormwater work, as well as enhanced public access and recreation facilities for Williford Spring, a second-magnitude spring on Econfina Creek, were initiated in April 2014. The major components of the project were completed by August 2015. Resource protection, public safety, public access, and interpretative signage were initiated in spring of 2016 and are expected to be completed by July 2016. The facility is scheduled to open in July 2016.

Jackson Blue Spring

The District's Agricultural Best Management Practices (BMPs) Cost Share Program began its third year in FY 2015-2016. The program provides grant funding to producers to improve irrigation and nutrient application efficiencies in the Jackson Blue Spring groundwater contribution area. As of June 2016, 44 contracts have been executed since the program's inception in FY 2013-2014. This cost share grant program is a cooperative effort between the District, DEP, the Florida Department of Agriculture and Consumer Services (DACS) and the Jackson Soil and Water Conservation District.

In March 2016, the District executed a funding agreement with Jackson County to implement Phase I of the Indian Springs Sewer Extension project. Through this project, the County will install a septic-to-central sewer system within the lower Indian Springs subdivision in the Merritt's Mill Pond drainage basin. Upon completion, it is anticipated that approximately 22,842 linear feet of sewer line and one lift station will be installed. Sewer service connections, with onsite grinder stations and septic system abandonment, will be made available for approximately 125 residences. A project kickoff meeting was held April 12, 2016.

Claiborne Aguifer Evaluation

The District began an investigation of the Claiborne aquifer within the Jackson Blue Spring contribution area in FY 2015-2016. The project involves constructing test and monitoring wells; completing aquifer performance testing; and analyses and modeling to determine the aquifer's viability as a potential water source to offset demand on the Floridan aquifer. Activities during the last year include identification of potential well installation sites and obtaining approval for access on a federal site for one test well and up to three monitoring wells.

Wakulla Spring

Three major septic-to-central sewer projects initiated in FY 2014-2015 received additional springs funding in FY 2015-2016.

- Magnolia Gardens Sewer System Expansion grant to Wakulla County for sewer expansion and connection of approximately 300 homes on septic systems to the county's Advanced Wastewater Treatment (AWT) plant. Design is underway and 90 percent complete as of June 2016. All project permits have been received.
- Wakulla Gardens Sewer System Expansion, Phase II grant to Wakulla County for sewer expansion and connection of approximately 416 homes on septic systems to the county's AWT plant. Design is underway and 90 percent complete as of June 2016. All project permits have been received.
- Woodside Heights Wakulla Springshed Restoration, Phase II grant to Leon County for sewer expansion and connection of approximately 200 homes on septic systems to the City of Tallahassee AWT water reclamation facility. Funding contracts have been executed and project engineering services are in the bid process. Engineering is anticipated to be complete in February 2017.

Streambank Restoration and Protection for Live Oak, Hightower, and Spurling Landings The District has entered into a cooperative agreement with Washington County to conduct streambank restoration and protection measures along the extensive Holmes Creek spring run. Along this stretch of the creek, 57 springs have been identified. The measures developed for implementation include constructing stormwater facilities at Live Oak, Hightower, and Spurling landings within the Holmes Creek Water Management Area (WMA). In addition, public access and recreation enhancements have been scheduled for each of these sites within the Holmes Creek spring run. Except for the construction of a fishing pier, streambank restoration, protection, and improvement measures at Live Oak Landing were completed in the winter of 2015. Due to unexpected high water levels during the late fall, winter, and spring, restoration, protection, and improvement measures to Hightower and Spurling landings have been initiated, but not completed. All three projects should be completed by the end of FY 2016–2017.

Streambank Restoration and Protection for Devil's Hole Spring and Cotton Landing

In FY 2014-2015, the District budgeted \$300,000 in funding from DEP to conduct streambank restoration and protection measures at Devil's Hole Spring (\$125,000) on Econfina Creek and for Cotton Landing (\$175,000) along the Holmes Creek spring run. In addition, public access enhancements and recreation facilities are planned at Devil's Hole Spring and Cotton Landing. Plans at Cotton Landing include stormwater facilities, enhanced parking, canoe launch with handicap access, streambank stabilization, and four primitive campsites. Plans at Devil's Hole Spring include streambank stabilization, boardwalk overlook, and stream-access boardwalk. District funds will be used for nonspring as well as spring-related restoration and protection work, including engineering designs, boardwalk access, and campsite development. Conceptual and final engineering designs were completed in March 2016. Regulatory permits are expected by July 2016. Construction is scheduled to start in September 2016 with project completion to be before April 30, 2017.

Mobile Irrigation Laboratory

The District continued support for the Mobile Irrigation Lab (MIL), a cooperative effort with the West Florida Resource Conservation and Development Council, DACS, and the U.S. Natural Resources Conservation Service (NRCS). The MIL provides a free service to help agricultural producers identify inefficiencies in their irrigation systems and implement appropriate agricultural BMPs to improve water use efficiency and reduce nutrient loading. To date in FY 2015-2016, team members completed 32 initial evaluations and 29 follow-up evaluations, covering an area of 2,451 irrigated acres. The water savings from this work to date in FY 2015-2016 is over 409,000 gallons of water per day. These efforts protect groundwater and springs and support long-term efforts to protect and improve watershed conditions.

Sod-Based Crop Rotation Program

The District renewed a grant with the University of Florida's Institute of Food and Agricultural Sciences (IFAS) for continued research and public outreach on the Sod-Based Crop Rotation Program. The funding supported the evaluation of alternative (non-traditional) crops for effectiveness in reducing water and nutrient use. This program complements the District's Agriculture BMP and MIL programs that protect the quality and quantity of water within the Jackson Blue Spring groundwater contribution area.

In addition, the District has been awarded federal 319(h) grant funding in the amount of \$380,032 to provide grants to agriculture producers for implementation of sod-based crop rotation.

Spring Water Quality and Flow Monitoring

In FY 2015-2016, the District renewed water quality sampling of the St. Marks River Rise while continuing collection of quarterly water quality samples at Wakulla, Jackson Blue, Pitt, Econfina Blue, and Williford springs. The District also measures continuous spring flow at Jackson Blue, Sally Ward, and Wakulla springs. Partnering with the City of Tallahassee and DEP, the District continued funding flow monitoring at the Spring Creek Springs Group in coastal Wakulla County in FY 2015-2016. These monitoring

activities support the ongoing MFL technical assessment for the St. Marks, Wakulla Spring, and Sally Ward springs complex. The District has also worked closely with DEP to establish continuous real-time water quality monitoring at Wakulla and Jackson Blue springs.

Minimum Flows and Minimum Water Levels

To ensure a sustainable supply of water, both for our citizens and environment, the District continues to implement an ambitious districtwide MFL program. During FY 2015-2016, the District allocated \$1.65 million and significant staff resources toward establishing MFLs for northwest Florida's water resources.

The District is working on MFL development for five waterbodies: St. Marks River Rise, Wakulla Spring, Sally Ward Spring, Jackson Blue Spring, and the Floridan aquifer in coastal Planning Region II (Okaloosa, Santa Rosa, and Walton counties). The technical assessment of the first MFL, St. Marks River Rise, will be completed in 2018.

To support MFL development for Wakulla Spring, Sally Ward Spring, and the St. Marks River Rise, instream habitat, floodplain, and topographic transects were surveyed during FY 2015-2016. Temperature data was collected during the winter of 2016 to assess manatee thermal refuge at Wakulla Spring. Work was initiated to develop hydraulic models of the St. Marks and Wakulla Rivers and salinity, stage, temperature, and bathymetric data collections were initiated to support modeling of estuarine habitats. Hydrologic monitoring of flows, stage, and aquifer levels is also continuing at 54 sites to support MFL development for this system.

To support MFL development for the Floridan aquifer in coastal Planning Region II (Walton, Okaloosa, and Santa Rosa counties), existing groundwater wells were evaluated in FY 2015-2016 to assess their suitability for water quality monitoring. Technical specifications were finalized for the construction and testing of four new deep Floridan aquifer monitoring wells and the District issued an Invitation to Bid for their installation. The construction and testing of the four new wells will be completed in FY 2016-2017.

A 450-foot core was obtained and two new monitoring wells were constructed in FY 2015–2016 to support MFL development for Jackson Blue Spring. Two additional wells will be constructed by September 30, 2016. Equipment for three new rainfall stations was purchased and surface water monitoring has expanded to include the measurement of discharge and stage in Spring Creek. Sites are being selected for ecological and topographic transects, and the subsequent field surveys will be completed in September 2016.

Work was also initiated on the development of two regional groundwater flow models, one to support MFL development for the Floridan aquifer in coastal Okaloosa, Santa Rosa, and Walton counties; and a second model to support MFL development for the St. Marks River Rise and Wakulla and Sally Ward springs.

The current MFL priority list and schedule for northwest Florida can be found at http://www.nwfwater.com/water-resources/minimum-flows-levels/.

Water Supply

Funding Assistance to Local Governments

In FY 2015-2016, the Governing Board awarded more than \$2.4 million in new grant funding for 13 water supply development projects that address important local and regional needs throughout the District. Since 2013, grant funding of more than \$20.5 million has been awarded for 58 projects to help communities replace aging water distribution systems, increase both potable and reclaimed water storage, develop system interconnections, and extend and improve potable and reclaimed water systems. Thirty-nine of these projects serve financially disadvantaged communities. The District grant funding will leverage more than \$8.6 million in additional funding from both local and federal sources. These funds also complement state legislative appropriations in making significant new investments in public water supply infrastructure in northwest Florida. To date, 20 projects have been completed, 12 are under construction, and 26 are in design, permitting, analyses, or planning stages.

Regional Water Supply Plan Implementation

Regional Water Supply Plan implementation continued for water supply planning regions II and III. In Region II (Santa Rosa, Okaloosa, and Walton counties), previously completed projects have fulfilled a major plan objective by increasing the capacity of utilities to deliver inland groundwater to meet coastal water use demands. Through the water supply grant funding described above, the District has provided more than \$1.43 million to assist in the development of new reclaimed water projects sponsored by Fort Walton Beach, Gulf Breeze, Niceville, Holley Navarre Water System, and Pace Water System.

Also during FY 2015-2016, District staff initiated an update to the districtwide Water Supply Assessment. Draft estimates and projections will be complete by the end of the fiscal year. Refinements to the draft data, resource evaluations, and completion of the document will occur during FY 2016-2017.

Apalachicola-Chattahoochee-Flint River Basin

Management of water resources in the Apalachicola-Chattahoochee-Flint (ACF) River Basin continues to be a challenge for the State and the District, particularly given that nearly 90 percent of the watershed lies outside the State of Florida. Extreme low-flow conditions in the Apalachicola River, created in large part by upstream consumptive use, have caused significant impacts to fisheries in Apalachicola Bay, creating economic and ecological harm. Despite the immense external damage done by Georgia's over-consumption, the District continues its efforts to protect and restore these valuable water resources through the activities described below.

Technical Assistance

The District has continued to provide technical assistance to the Governor's Office and DEP on a variety of issues related to ACF freshwater allocation. These include evaluation of alternative operating procedures for the U.S. Army Corps of Engineers' reservoir system through revisions to the Water Control Manual; exploration of options for dealing with the upstream states on water management activities; and participation in the ongoing Supreme Court litigation. Considerable efforts were expended this year during the discovery and deposition phases of the case requiring significant staff involvement.

Intergovernmental Cooperation

Staff continued to work with the Governor's Office, state agencies, including DACS, DEP, the Florida Fish and Wildlife Conservation Commission (FWC), and local governments to improve water quality in the bay. These efforts include planning for construction of a series of local water quality improvement projects, development of an updated River and Bay SWIM plan, development of RESTORE (federal Resources and Ecosystems Sustainability, Tourism Opportunities and Revived Economies Act) projects for the system, and additional studies targeting freshwater needs of the system.

<u>Part of the cooperative efforts included continuing</u> to work with local governments to retrofit existing stormwater management systems to improve water quality in the bay by reducing nonpoint source pollution (activities described further below).

Watershed Resource Protection and Restoration

The District continues to focus on efforts to protect and restore water quality and estuarine habitats districtwide as part of the Surface Water Improvement and Management (SWIM) program.

<u>Surface Water Improvement and Management (SWIM) Plan Updates</u>

In late FY 2014-2015, the District was awarded grant funding from the National Fish and Wildlife Foundation's Gulf Environmental Benefit Fund (GEBF) to support updates to SWIM plans for each of the District's major watersheds. Work on these updates has been initiated and they are scheduled to be completed in September 2017. Over the past year, the project team has developed draft plan updates and held technical advisory committee meetings for six of the District's seven major watersheds.

This work is associated with a multi-agency effort, also funded by the GEBF, to develop an integrated restoration strategy to prioritize and develop projects that address the restoration needs of Florida's Gulf Coast. In addition to the NWFWMD, participating agencies include the FWC, DEP, and the Suwannee River Water Management District.

Apalachicola Bay SWIM

Progress continued on implementation of water quality improvement projects in cooperation with the cities of Apalachicola and Carrabelle. Carrabelle has completed construction of the Marine Street stormwater retrofit project, which provides treatment for an 11-acre basin that discharges into the lower Carrabelle River. Apalachicola has

completed engineering for three new stormwater facilities to provide treatment for approximately 175 acres of the city. Apalachicola also completed construction of the Battery Park stormwater retrofit project during FY 2014-2015. Together, these projects will protect and improve watershed conditions by reducing nonpoint source pollution of Apalachicola Bay.

St. Andrew Bay SWIM

Within the St. Andrew Bay watershed, six major stormwater treatment and nonpoint source pollution abatement projects have been completed over the past two years with grant funding assistance from the District, including:

- Lisenby Avenue Pond (City of Panama City);
- Maple Avenue Pollutant Separator Units (City of Panama City);
- Ed Lee Road Stabilization (Bay County);
- Parker Stormwater Improvements (City of Parker);
- Callaway Stormwater Retrofit (City of Callaway); and
- Mexico Beach Nutrient Separating Baffle Box and Drainage Improvements (City of Mexico Beach).

Since FY 2013-2014, the District provided over \$3.9 million in grant funding from the Ecosystem Management and Restoration Trust Fund to assist the above-listed communities. Treatment systems and best management practices implemented included 20 stormwater pollutant separator units, four stormwater ponds, and road stabilization. As a result, improved water quality treatment was provided for nearly 800 acres of drainage area within the St. Andrew Bay watershed.

Gulf of Mexico Restoration

Through the SWIM program, the District is assisting in the development of Florida's Gulf Environmental Benefit Fund Restoration Strategy. This effort is in partnership with FWC, DEP, and the Suwannee River Water Management District. Also as part of the SWIM program, District staff has continued to provide technical assistance to support Florida's efforts to identify opportunities to restore and protect coastal waterbodies pursuant to the federal RESTORE Act.

Tate's Hell State Forest Restoration

The District has spearheaded hydrologic restoration efforts within Tate's Hell State Forest (THSF). Since the State's purchase of the forest in 1994, the District has worked closely with the Florida Forest Service (FFS) to develop and implement a plan to restore many of the historical wetlands and flow pathways altered by past forestry practices. The goal of these efforts is to restore the hydrologic connectivity of tributaries draining to Apalachicola and Ochlockonee Bays and improve water quality and habitat. From 1988 through 2014, hydrologic restoration projects have been completed to improve the hydrology approximately 55,000 acres. The District also continues to collaborate with the FFS on hydrologic restoration by participating as a member of the Tate's Hell State Forest Liaison Advisory Committee, a public forum for stakeholder input to the FFS on planned activities in the forest.

In December 2015, the Gulf Coast Ecosystem Restoration Council awarded funding for planning, engineering, design, and environmental compliance for implementation of hydrologic restoration activities identified as high priority in the THSF Hydrologic Restoration Plan developed by the District and the FFS. The FFS will take the lead on implementing this work, with the District providing technical assistance.

Monitoring and Data Collection

During FY 2015-2016, a priority for both water resource development and water supply planning was to expand and enhance the District's water resource monitoring network. Enhancements initiated include installation of water level, water quality, and rainfall stations. These improved capabilities are vital to supporting resource evaluations and cumulative impact assessments that allow the District to protect water resources, further define alternative water supply potential, and support the establishment of MFLs.

Staff coordinated with other governmental agencies on water resource monitoring and related issues through participation on several working groups and committees including: DEP's Florida Water Resources Monitoring Council and its subgroups; the Florida Geological Survey (FGS) STATEMAP Advisory Committee; and the Inter-district Potentiometric Mapping Working Group.

In FY 2015-2016, the District continued working with the FGS on producing statewide Floridan aquifer potentiometric maps. The maps show regional scale features such as depression cones resulting from cumulative groundwater withdrawals and areas of potential groundwater discharge. The District's contribution to the mapping efforts included the quarterly collection and review of 238 water level measurements and the review of the contour lines proposed by the FGS using ArcGIS, a geographic information system (GIS) for working with maps and geographic information.

Floodplain Management

<u>Digital Flood Insurance Rate Maps</u>

During FY 2015-2016, the District completed detailed coastal remapping studies for Escambia, Santa Rosa, Okaloosa, Walton, Bay, and Gulf counties. Preliminary DFIRMs (digital flood insurance rate maps) were issued for Walton County on March 16, 2016; Okaloosa County on April 19, 2016; and Gulf County on May 2, 2016. Preliminary DFIRMs are scheduled to be issued for Santa Rosa County in July 2016, Bay County in September 2016, and Escambia County in September 2016.

Flood Information Portal

The Flood Information Portal is available online at www.portal.nwfwmdfloodmaps.com. The portal makes extensive data sources available to the public through an intuitive online interface and makes detailed flood information available down to the individual parcel level. A public website providing detailed LiDAR-based (Light Detection and Ranging) elevation and surface feature data for properties across northwest Florida is also available. The data provided is 10 times more detailed than most previous topographic maps. This provides an important tool for many water resource

management and flood protection functions. Residents and technical experts can also access the data to plan for activities including landscaping, resource protection, flood risk evaluation, and construction. The website is available at www.nwfwmdlidar.com.

Risk Mapping, Assessment, and Planning (Risk MAP) Program

The District continues to address flood hazard mapping, assessment, and planning evaluations at the watershed level as part of FEMA's Risk MAP program. This effort includes collaboration with state and local agencies to deliver quality data to increase public awareness of and support for actions that reduce flood-related risks. Risk MAP projects for the lower Ochlockonee River, Apalachicola River, New River, Chipola River, Pensacola Bay, Perdido Bay, Perdido River, and Apalachee Bay - St. Marks River watersheds are underway.

FDOT Mitigation

Since 1997, under section 373.4137, F.S., the District has developed 29 mitigation sites on approximately 11,800 acres and enabled the Florida Department of Transportation (FDOT) to move forward with nearly 60 transportation improvement projects across northwest Florida. The associated projects included approximately 3,900 acres of wetland restoration and enhancement, 3,000 acres of wetland preservation, and 4,900 acres of upland buffer enhancements.

The District does not compete with private mitigation banks. When the District's mitigation program was first initiated, there were no private mitigation banks in northwest Florida, and until 2009 there was only one private bank that made credits available for purchase for FDOT projects. As of FY 2015-2016, approximately 68 percent of the District's jurisdiction is still outside of any permitted private mitigation bank service area. FDOT purchases credits from private banks when available.

Highlights for FY 2015-2016 include prescribed burning on 550 acres, invasive and exotic plant control on 193 acres, hardwood forest reestablishment through planting on 30 acres, and beaver and feral hog control activities at four mitigation sites. Additionally, mitigation was completed for two FDOT projects that were outside of any private mitigation bank service area and remote from existing District mitigation sites. Monitoring in accordance with state and federal regulations was conducted on all sites with ongoing restoration and long-term maintenance.

Land Management

A number of restoration and maintenance activities have been undertaken to protect and enhance natural areas. As the District makes all of its lands available to the public, staff also works to provide for resource-based recreational activities that are still protective of the natural and water resources.

Restoration

The District is managing the following projects to restore and protect natural systems, water quality, and habitat:

- Spring restoration and protection construction efforts at Williford Spring were completed in August of 2015. Resource protection, public safety, public access, and interpretative signage are scheduled for completion in July 2016. Restoration and protection efforts include: spring sediment removal, springbank restoration and protection, stormwater facilities, public access boardwalks and sidewalks, a canoe dock and mono-pile boardwalk, two small and one large picnic pavilion, composting toilet unit, parking lot, and connector and interpretative trails. The facility is scheduled to open July 2016.
- The District is continuing to work with Washington County to complete streambank restoration and protection activities at Live Oak, Hightower, and Spurling landings along the Holmes Creek WMA. The project is underway and completion is scheduled on or before September 30, 2017.
- The District completed bank restoration and protection (stabilization) measures for Devil's Hole Swallet in the Econfina Creek WMA using a public works inmate crew and in-house District staff. Site improvements include streambank restoration and erosion control measures, construction of boardwalk entry steps and a dock, and the installation of additional landscape plants, a rail fence, and picnic facilities.
- The District completed shoreline restoration and protection (stabilization) measures for Walsingham Park in the Econfina Creek WMA using in-house District staff, U.S. Fish and Wildlife Services personnel, and private contractors. Site improvements utilized non-structural materials including root wads, stop logs, fill dirt and geo-technical cloth to restore the shoreline, and sodding and landscaping to stabilize the area. This restoration project was funded through a grant from the Florida Fish and Wildlife Conservation Commission's Aquatic Habitat Restoration and Enhancement Section.
- Streambank restoration and protection measures at Devil's Hole Spring on Econfina Creek and for Cotton Landing along the Holmes Creek spring run are in the design and permitting stage. In addition to restoring the shoreline at both of these locations, public access enhancements and recreation facilities are planned and include stormwater facilities, enhanced parking, and four primitive campsites at Cotton Landing, and a public access deck at Devil's Hole Spring. District funds will be used for non-spring as well as spring-related restoration and protection work, including engineering designs, boardwalk access, and campsite development. Conceptual and final engineering designs are planned for completion by September 30, 2016. Regulatory permits are anticipated by fall of 2016. Construction is scheduled to start in the fall of 2016 with project completion before September 30, 2017.
- Streambank restoration and protection measures at the James tract along Econfina Creek will include non-structural shoreline restoration using geotechnical bags. Backfill material will be placed behind the bag layers and the elevation will be stabilized with geo-technical fabric. Adjacent disturbed floodplain will be planted with native vegetation. This restoration project is being funded through \$50,000 in springs funding from DEP.

Maintenance

District land managers also worked to protect and enhance District-owned natural resources through a variety of maintenance activities, which include having:

- Completed one timber sale that resulted in FY 2015-2016 revenue of more than \$81,578, and continued or commenced four timber sales with estimated total revenue of \$2.1 million; of which approximately \$419,000 in revenue has been received as of June 30, 2016.
- Burned 4,240 acres in Quarters 1 and 2 using cooperative prescribed burn partners and in-house crews.
- Contracted for 913 acres of prescribed burning on wetland mitigation tracts.
- Contracted for chemical site preparation services on 665 acres of clearcut timberland to prepare for longleaf pine planting in FY 2016-2017.
- Contracted for chemical pine release herbicide services on 477 acres to improve habitat and survival of longleaf pine tree saplings.
- Completed nuisance sand pine and hardwood tree eradication on 1,080 acres.
- Planted 830,600 longleaf pine tree seedlings on 1,198 acres.
- Completed a sale of 641.2 pounds of bulk wiregrass seed at \$3.06/lb. for \$1,962.07 in revenue.

Public Access and Recreation

As part of its statutory responsibility to provide access to public lands, the District provides the opportunity for a range of recreational activities, such as boating, hiking, camping, hunting, and fishing, while also striving to protect the resource. The District has worked to encourage recreation on District-managed lands by having:

- Hosted a special hunt for wounded veterans at Econfina Creek WMA with support from DACS' Operation Outdoor Freedom program.
- Managed more than 80 public recreation sites and more than 75 miles of public access roads.
- Refined and updated website pages that show all District-owned public recreation sites.
- Implemented a new online system for reserving 88 campsites within 28 District recreation areas. From January 1, 2016 to July 31, 2016, more than 1,100 reservations have been made through the District's campsite reservation system for reservation-only campsites and issued nine special resource area permits for events on District lands.
- Installed more than 700 signs to identify recreation areas, campsites, and District property boundaries and for public access wayfinding.
- Maintained (painted and posted) approximately 80 miles of boundary line.
- Drafted a Land Management Prospectus and Operating Report for Brunson Landing in Washington County, part of the Holmes Creek WMA. The District is

the lead manager for the Brunson Landing tract owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

- Managed leases for 22 apiary sites on District Lands, generating \$1,125 in revenue.
- Evaluated the potential for cattle grazing leases on District lands.

Land Acquisition

Spring Protection

In FY 2015-2016, the District purchased the James tract, encompassing 3.13 acres, on the Econfina Creek WMA for \$48,000 to enhance water quality protection of Econfina Creek. The District is also working to acquire nearby Gainer Springs. Both purchases are through springs funding from DEP.

Land Surplus, Exchange, or Donation

The District did not participate in an exchange or donation during FY 2015-2016, but is actively marketing two surplus parcels.

Regulatory Services

The Division of Regulatory Services continues to improve customer service, permit evaluation and processing times, inspection frequency, and compliance and enforcement of applicable state laws and District rules. The division's performance metrics continue to trend in positive directions across all bureaus, showing increased productivity and efficiency at a lower cost per activity.

Rule Revisions and Process Improvements

The District has largely completed its work with St. Johns River Water Management District (SJRWMD) IT staff to modify and implement a database solution developed and in use by SJRWMD and Suwannee River Water Management District (SRWMD). This system includes external e-Permitting functionality for customer use and an e-Regulatory module for staff analysis of applications and permit development.

The system, developed by the SJRWMD, automates the permit process for Environmental Resource Permitting (ERP) and Water Use Permitting (WUP) by allowing customers to access the system online. Customers can create a unique account, apply for a permit, check on the status of an application, search for existing permits, or submit required compliance data online. The e-Permitting system integrates existing District database and GIS systems and allows customers and Regulatory Services staff to share information by email, reducing the need for time-consuming travel. This streamlines the permit application and evaluation process for customers and staff. A well construction and contractor licensing system is currently under construction and should be completed in late 2016. This system will be shared with SJRWMD and SRWMD.

Information Technology Improvements

The Information Technology Bureau has implemented several new technologies including a new content management system for the District's web sites that allows non-technical users the ability to make modifications themselves, a new campsite reservation system hosted by an industry standard service provider, replacement of a legacy timesheet application with an industry standard time tracking program, and implementation of a disk backup system replicated to our Disaster Recovery site in Crestview using up-to-date technology. A computer replacement cycle has also been implemented to update aging hardware at Headquarters and field offices.

Cost Savings Efficiencies and Initiatives

The District continually reviews operations and practices to provide improved service delivery methods and outcomes, while being fiscal stewards of local, state, and federal funds. The following efforts have been made by the District in FY 2015-2016 and/or will be addressed in FY 2016-2017:

FY 2015-2016

- Closed the Marianna field office and transferred Lands Division staff to the renovated Econfina field office, saving at least \$11,000 annually.
- Implemented an online facilities help desk to ensure minor repairs don't turn into major repairs.
- Increased the use of direct deposit for vendor payments to reduce postage and check costs.
- Implemented a new time and attendance system to replace an unsupported legacy system with supported commercial software.
- Completed an evaluation of suitable lands for future cattle lease consideration.
- Received grant funding of \$12,900 from The Nature Conservancy and the National Fish and Wildlife Foundation in FY 2015-2016 for the purchase of 85,000 Longleaf tubelings for habitat restoration efforts.
- Transitioned hydrologic data collection to an integrated data management software tool to make it possible to access District data through the web, providing a higher level of service to all data consumers.
- Updated the District website to enable recreational users to donate funds for the continued management, maintenance, and improvement of recreation sites.
- Performed a cost benefit analysis that determined Voice over IP Technology does not have a positive return on investment and therefore terminated the project.
- Received \$695,000 in grant funding from the National Fish and Wildlife Foundation to complete assessments and project plans for the District's seven SWIM watersheds, saving the District and/or State the cost to implement.

FY 2016-2017

- Creation of a replacement plan for the 24 central and window air conditioning units at Headquarters to mitigate the utility bill, service call, and emergency replacement costs.
- Reduction of indirect costs by distributing postage and vehicle insurance costs from Division of Administration to divisions incurring the actual costs.
- New grant funding of \$380,032 from U.S. Environmental Protection Agency (via DEP) for a sod-based crop rotation demonstration project with producers in the Jackson Blue Spring groundwater contribution area to offset the implementation costs of the District and/or State.
- Carry forward grant funding of \$588,267 from the National Fish and Wildlife Foundation to develop updates to the District's SWIM plans.
- Development of an e-Permitting database system for well construction and contractor licensing in conjunction with SJRWMD and SRWMD should be completed by late 2016 or early 2017.

Ongoing Efforts

- Continue implementation of contract concessions with all contractors and consultants at three percent or greater per contract task.
- Continue multi-year strategy to reduce license fee costs by replacing numerous legacy applications with more modern technologies currently owned by the District.
- Agreement with Florida Department of Corrections (Washington County Reception Center) for Public Works Inmate Crew to assist with repairs and improvements on District lands.
- Cooperative agreement with U.S. Forest Service for a Prescribed Fire Training Team to assist with prescribed burns on District lands.
- Cooperative agreement with Apalachicola Regional Stewardship Alliance for a burn team to assist with prescribed burns on District lands.
- Cooperative agreement with Gulf Coastal Plain Ecosystem Partnership for a burn team to assist with prescribed burns on District lands.

B. Major Budget Objectives and Priorities

Springs Restoration and Protection

During FY 2016-2017, the District will continue to implement projects with funding appropriated by the Legislature since FY 2013-2014. These projects will improve water resources in Wakulla Spring, Jackson Blue Spring, and springs associated with the Econfina and Holmes creeks systems.

Jackson Blue Spring Agricultural BMP Cost Share Program

The Agricultural Best Management Practice (BMP) Cost Share Program initiative will continue through FY 2016-2017. The program provides grant funding to producers to retrofit existing irrigation systems and purchase equipment that will conserve water and reduce the amount of fertilizer applied on crops. This cost share grant program provides 75 percent of the equipment costs with producers providing the remaining 25 percent. The FY 2016-2017 Tentative Budget includes grant funding of \$1,321,022 carried forward to make payments on prior year cost share grants. Since FY 2013-2014, the District has committed \$2,168,375 for this program, leveraging \$722,791 in producer contributions.

Participation in the BMP cost share program requires producers with pivot irrigation systems to have MIL evaluations to estimate water use and provide recommended irrigation retrofits that conserve water. Producers are also required to enroll in the DACS BMP program and implement agricultural BMPs. This initiative will reduce agricultural water use and improve water quality by reducing the amount of nitrogen leaking into the Floridan aquifer at the Jackson Blue Spring groundwater contribution area.

Sod-Based Crop Rotation Program

In FY 2016-2017, the District will renew a grant with the University of Florida's Institute of Food and Agricultural Sciences (IFAS) for continued research and public outreach on the Sod-Based Crop Rotation Program. This will be the eleventh year the District has provided grant support for this research. Additionally, the District has applied for a federal grant for a sod-based crop rotation pilot project. If awarded, additional funds are included in the budget that will be provided to IFAS to expand the sod-based research to include alternative crop evaluation. The evaluation will be to assess the effectiveness and productivity of non-traditional crops for up to four producers in the Jackson Blue Spring basin. The overall goal of this program is to encourage adoption of best management practices by farmers and further demonstrate the economic and environmental benefits of integrating beef cattle/perennial grass into a multi-crop production system using conservation technology and other BMPs. These practices have been shown to reduce water irrigation demands and reduce nutrient and pesticide application rates while increasing crop yields. The FY 2016-2017 Tentative Budget includes a total budget of \$380,832 for this effort.

Claiborne Aquifer Evaluation

The District began an investigation of the Claiborne aquifer within the Jackson Blue Spring groundwater contribution area in FY 2015-2016. The project involves constructing test and monitoring wells; completing aquifer performance testing; and analyses and modeling to determine the aquifer's viability as a potential water source to offset demand on the Floridan aquifer. This project will continue in FY 2016-2017 and be completed in FY 2017-2018.

Mobile Irrigation Laboratory (MIL)

The District will renew an agreement with the West Florida Resource Conservation and Development Council to provide funding support for the MIL. This is a cooperative effort that started in FY 2003-2004 with DACS and the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) to provide this service to producers in the panhandle. The District funding of \$71,125 is matched by a similar amount from DACS and an in-kind match from the NRCS. This level of funding will continue through FY 2016-2017. As of June 2016, water savings of approximately 9.25 million gallons per day (MGD) have been attributed to this program in northwest Florida since it was initiated in 2004.

Septic-to-Sewer Retrofit Projects

Implementation of four major septic-to-sewer retrofit projects to protect and help reduce nutrient pollution to Jackson Blue Spring and Wakulla Spring will continue in Jackson, Leon, and Wakulla counties. The FY 2016-2017 Tentative Budget includes \$11,150,968 in previously-awarded State funding for planning, design, permitting, and the initiation of construction for the following projects:

- Magnolia Gardens Sewer System Expansion grant to Wakulla County for sewer expansion and connection of homes on septic systems to the county's Advanced Wastewater Treatment (AWT) plant. Approximately 300 homes in Magnolia Gardens served by septic systems will be connected to the central sewer system, substantially completing the connections of homes to central sewer in this neighborhood. Design and permitting should be complete by January 2017, with construction commencing in the spring of 2017.
- Wakulla Gardens Sewer System Expansion, Phase II grant to Wakulla County for sewer expansion and connection of homes on septic systems to the county's AWT plant. Approximately 416 homes in Wakulla Gardens served by septic systems will be connected to the central sewer system. Design and permitting should be complete by January 2017, with construction commencing in the spring of 2017.
- Woodside Heights Wakulla Springshed Restoration, Phase II grant to Leon County for sewer expansion and connection of homes on septic systems to the City of Tallahassee wastewater treatment system. Approximately 200 homes in Woodside Heights served by septic systems will be connected to the central sewer system. The main sewer line collection system will be constructed, providing for existing project connections and future extension of the system and connection of additional service locations to the wastewater treatment system as

- funding allows. Design and permitting should be complete by February 2017, with construction commencing in the spring of 2017.
- Indian Springs Sewer Extension Phase I grant to Jackson County to implement the first phase of a project to extend central sewer to the Indian Springs subdivision adjacent to Merritt's Mill Pond which receives flow from Jackson Blue Spring and other submerged springs. This project will connect 125 homes on septic systems to central sewer eliminating this source of nitrogen from Merritt's Mill Pond. Design should be complete by January 2017, with construction commencing in the spring or early summer of 2017.

Streambank Restoration and Protection

The District plans to conduct streambank restoration and protection measures at Seven Runs in the Choctawhatchee River Water Management Area (WMA).

Streambank restoration and protection measures at Seven Runs will include the inhouse installation of geo-technical bags to create a natural vegetative retaining wall, stormwater improvements, and public access enhancements. The project is scheduled to be completed by the end of FY 2016-2017, and the Tentative Budget includes \$25,000 to complete the project.

The District is continuing to work with Washington County to complete streambank restoration and protection activities at Live Oak, Hightower, and Spurling landings within the Holmes Creek WMA. The project is underway and completion is scheduled on or before September 30, 2017, and the Tentative Budget includes \$117,500 to complete the project.

Streambank restoration and protection measures at Devil's Hole Spring (\$137,000) on Econfina Creek and for Cotton Landing (\$193,000) along the Holmes Creek spring run are in the design and permitting stage. In addition to restoring the shoreline at both of these locations, public access enhancements and recreation facilities are planned and include stormwater facilities, enhanced parking, and four primitive campsites. District funds will be used for non-spring as well as spring-related restoration and protection work, including engineering designs, boardwalk access, and campsite development. Conceptual and final engineering designs are planned for completion by September 30, 2016. Regulatory permits are expected by the fall of 2016. Construction is scheduled to start in the fall of 2016 with project completion before September 30, 2017. These two restoration projects total \$330,000 in the Tentative Budget.

Streambank restoration and protection measures at the James tract along Econfina Creek will include non-structural shoreline restoration using geo-technical bags. Backfill material will be placed behind the bag layers and the elevation will be stabilized with geo-technical fabric. Adjacent disturbed floodplain will be planted with native vegetation. This restoration project is \$50,000 in the Tentative Budget.

FY 2016-2017 Springs State Appropriation

In the 2016 Regular Session, the Legislature appropriated \$50 million for statewide spring restoration and protection activities to DEP. Of this amount, DEP has proposed \$15,338,200 to be budgeted for priority projects in northwest Florida. In cooperation with DEP, DACS, and local governments, the District has identified the following priorities for this funding:

- Jackson Blue Spring Agricultural BMP Cost Share Program: additional year of funding for current program to improve water use efficiency and reduce nutrient pollutant loading within the Jackson Blue Spring contribution area;
- Gainer Springs Land Acquisition: acquisition of up to 942 acres and spring bank restoration at the first magnitude springs complex along Econfina Creek in northern Bay County;
- Cypress Spring Land Acquisition: acquisition of up to 308 acres and spring bank restoration at a second magnitude spring along Holmes Creek in central Washington County;
- Tallahassee Septic-to-Sewer Connections: connection of up to 130 properties currently on septic tanks to existing central sewer within the Wakulla Basin Management Action Plan (BMAP) Priority Focus Area 1 (meaning highest priority area in basin);
- Woodville Sewer System Project: design of a central sewer system to serve residences using septic tanks and within the Wakulla BMAP Priority Focus Area 1;
- Advanced Septic Systems Pilot Project: design and installation of advanced septic systems in Leon and/or Wakulla counties within the Wakulla BMAP Priority Focus Area 1;
- Blue Springs Road Sewer Project: design and construction to extend central sewer service to the Jackson Blue Springs Recreation Area and approximately 82 residences along Jackson Blue Spring and Merritt's Mill Pond in Jackson County; and
- Econfina Blue Spring Camp Improvements: public access improvements and shoreline restoration at second magnitude Econfina Blue Spring on Econfina Creek, an MFL priority waterbody.

Apalachicola-Chattahoochee-Flint (ACF) River Basin

Management of water resources in the ACF River Basin continues to be a major emphasis of the District, in partnership with other state agencies and regional stakeholders. In October 2013, the State of Florida initiated a legal action against the State of Georgia in the U.S. Supreme Court concerning over-consumption of water by Georgia in the ACF River Basin. The District will continue to provide technical assistance to the State of Florida on an array of issues related to interstate freshwater allocation, setting aside just over \$6,000 in the FY 2016-2017 Tentative Budget for related staff time and travel.

Minimum Flows and Minimum Water Levels (MFLs) and Water Resource Monitoring

Implementation of an effective MFL program is a major component of the District's overall effort to ensure the long-term protection and sustainability of regionally significant water resources. The program complements other efforts, including water use permitting, regional water supply planning, and watershed restoration.

The FY 2016-2017 Tentative Budget of \$2.0 million for MFL development will allow the District to accomplish the ambitious schedule set in its priority list, which includes MFLs for six waterbodies under simultaneous development. As required by s. 373.042, F.S., the priority list and schedule identify the specific waterbodies and timeframes for MFL development. The priority list and schedule are submitted annually to DEP for review and approval. Work planned for FY 2016-2017 includes:

- Continued data collection, ecological assessments, and the development of surface water, instream habitat, estuarine, and groundwater flow models for the St. Marks River Rise, Wakulla Spring and Sally Ward Spring system;
- Continued data collection and the development of surface water and instream habitat models for Jackson Blue Spring;
- Continued monitoring well construction, water quality sampling, and groundwater model development to support MFLs for the coastal Floridan aquifer in Planning Region II (Okaloosa, Santa Rosa, and Walton counties); and
- Development of an MFL Work Plan for the Shoal and Lower Yellow River system.

Monitoring Network and Data Collection

Hydrologic monitoring activities are essential functions of water management districts. The District uses information and data collected through its monitoring programs to assess the status of Districtwide water resources and identify threats or vulnerabilities related to the resource. Monitoring programs are implemented in an integrated manner so that one monitoring activity may serve multiple programs and areas of responsibility.

The major objectives and priorities for FY 2016-2017 include expansion of the hydrologic monitoring network in support of the MFL program and continued network improvements to improve efficiency and expand real time access to hydrologic data on the District's website. Enhancement of the District's groundwater, surface water, and rainfall monitoring network is a priority in MFL development and resource evaluation.

The District will renew agreements with DEP to monitor water quality in District aquifers, streams, and lakes, and renew revenue agreements with Leon County and the City of Tallahassee to monitor surface water discharge and rainfall for stormwater management and flood warning. The District will continue revenue agreements with Bay County to provide monitoring of stormwater and the Deer Point Lake reservoir basin. The District will also continue its joint funding agreement with the USGS to collect hydrologic data

on the Apalachicola River, Yellow River, Telogia Creek, and the Spring Creek Springs Group.

Water Supply

Water Supply Planning

This activity supports planning to ensure water supply sources are sufficient to meet current and long-term water supply needs while also sustaining natural systems. Included are Water Supply Assessments (WSAs) developed pursuant to section 373.036, F.S., and Regional Water Supply Plans (RWSPs) developed pursuant to section 373.709, F.S. Districtwide water supply planning expenditures are expected to be \$296,133 during FY 2016-2017. Areas of focus will include updating the districtwide WSA, beginning an update to the Region II RWSP, and continued coordination with DACS on statewide agricultural water use projections. The District plans to partner with USGS and DACS to complete an agricultural irrigation land use project for northern Escambia and Santa Rosa counties. The District will continue water use data collection and analysis to support reporting on statewide water use metrics and identifying emerging challenges and opportunities.

Water Resource Development

Water resource development includes regional projects designed to identify quantifiable supplies of water from traditional or alternative sources. Water resource development projects are identified in RWSPs and the water resource development work program.

Priorities include continuing implementation of water resource development projects in Santa Rosa, Okaloosa, Walton, and Bay counties, pursuant to approved RWSPs and as outlined in the Water Resource Development Work Program. Consulting services will be engaged to support the development and refinement of groundwater flow models, which support the RWSP and Regulatory Services programs. Supporting tasks include data collection, modeling, monitoring, and water resource assessments; engineering and geographic analysis of water supply alternatives; and water conservation and reuse.

Districtwide water resource development is budgeted at \$978,943 for FY 2016-2017. Included in this amount is a \$500,000 grant to Bay County for a major collaborative wastewater reuse pipeline project with Gulf Power Company and Panama City. The grant will go toward construction of one component of a larger initiative to reduce wastewater discharges and improve water quality of St. Andrew Bay, while also providing potable water offset to utility and industrial users.

Water Supply Development Assistance

The District provides financial assistance for water supply development projects that meet local needs and support regional water resource priorities. During FY 2016-2017 the District will continue support for cooperative grant projects across northwest Florida funded since FY 2013-2014. It is expected that the majority of the projects funded in the first two years of the grant program will be complete by the end of FY 2016-2017. Reimbursements for water supply development assistance grants during FY 2016-2017 are expected to total \$8,985,183, all of which is funded from General Fund reserves.

Watershed Resource Protection and Restoration

Watershed resource protection and restoration priorities in FY 2016-2017 will include activities planned and implemented under the District's SWIM program. These include projects described above to benefit important spring systems, projects designed to protect and restore the Apalachicola River and Bay and St. Andrew Bay watersheds, and efforts to assist the state and regional stakeholders in Gulf of Mexico restoration, benefitting all of northwest Florida's coastal and estuarine watersheds.

Apalachicola River and Bay

Activities noted earlier include ACF River Basin management and spring protection and restoration. Activities for ACF River Basin management include technical assistance to DEP and the Governor's Office. In addition, the District is providing grant funding for local stormwater retrofit projects to improve water and aquatic habitat quality in Apalachicola Bay and to provide flood relief for area residents. Expenditures for assistance with three stormwater retrofit projects in the City of Apalachicola and a stormwater retrofit project in the City of Carrabelle are expected to be completed before the end of September 2016. A total of \$982,228 is planned for remaining expenditures on projects for additional water quality improvement work for the Apalachicola River and Bay watershed during FY 2016-2017.

St. Andrew Bay Watershed

Direct expenditures for the St. Andrew Bay watershed are expected to be \$85,323 in FY 2016-2017. This represents remaining carry forward funds after completion of stormwater retrofit projects for Callaway, Parker, and Mexico Beach in FY 2015-2016. The District plans to apply any remaining funds to support existing springs and watershed improvement projects for St. Andrew Bay.

Gulf of Mexico Restoration

Throughout FY 2016-2017 the District will continue to work in cooperation with DEP, FWC, local governments, and other public and private stakeholders to achieve restoration and protection of coastal waters pursuant to the federal RESTORE Act and associated initiatives. Activities will include prioritization and planning of projects, as well as technical assistance for project development and implementation. Additionally, \$588,267 has been budgeted to support the completion of the District's updated SWIM plans. This funding is provided through a grant from the National Fish and Wildlife Foundation's Gulf Environmental Benefit Fund.

Floodplain Management

The District continues to work in cooperation with FEMA on flood map modernization and the Risk MAP program. Preliminary digital flood insurance rate maps (DFIRMs) are scheduled to be issued for Santa Rosa County in July 2016, Bay County in September 2016, and Escambia County in September 2016. Final effective DFIRMs are scheduled to be issued for Walton County and Okaloosa County in the fall of 2017.

In addition, Risk MAP evaluations are underway for the lower Ochlockonee River, Apalachicola River, New River, Chipola River, Pensacola Bay, Perdido River and Bay, and Apalachee Bay – St. Marks River watersheds. These studies will provide additional information to communities to mitigate and reduce flood risk. The Flood Information Portal, which provides internet access to digital flood maps for the panhandle, and the public light detection and ranging (LiDAR) website, which provides high resolution elevation data, will be continued in FY 2016-2017. Expenditures for the District's floodplain management programs are budgeted to be \$2,476,773 during FY 2016-2017. More information about the District's flood map modernization and Risk MAP programs may be found at http://nwfwmdfloodmaps.com/.

FDOT Mitigation

There are thirteen projects on the current FDOT environmental impact inventory, six of which may require compensatory mitigation during FY 2016-2017 per section 373.4137, F.S. These project impacts occur in areas not served by any private mitigation bank. The District will only provide mitigation in cases where private mitigation options are unavailable. In the absence of a private mitigation bank option for FDOT permitting requirements, the District's mitigation sites that could potentially provide compensatory mitigation to meet the needs of FDOT include the Sand Hill Lakes Mitigation Bank (SHLMB) and mitigation projects included in the federally approved In-Lieu Fee Mitigation Instrument: Dutex, Yellow River Ranch, Lafayette Creek, Live Oak Point, Shuler, Tate's Hell, and Ward Creek West. On occasions, if required to support FDOT, the District also develops mitigation projects in areas not served by private mitigation banks, the SHLMB, or approved in-lieu fee projects. Such mitigation projects are typically minor hydrologic or habitat improvements that, in addition to meeting FDOT mitigation needs, help to further the resource objectives for District lands or state lands.

In addition to developing mitigation projects for new FDOT impacts, activities ongoing on District mitigation sites include wetland restoration and enhancement outlined in the approved restoration plans and the development and release of mitigation credits associated with the federal In-Lieu Fee Instrument and SHLMB. The FY 2016-2017 Tentative Budget for these activities and for long-term maintenance and monitoring for all mitigation sites is \$1,080,192. A detailed description of the District's wetland programs and mitigation projects, as well as information on private mitigation bank options, may be found at http://www.nwfwmdwetlands.com/.

Information Technology (IT) Initiatives

The District is proposing expenditures of \$1,929,434 for IT in FY 2016-2017. Over the past two fiscal years, the District has made a significant investment in technology improvements. New systems have been implemented in asset, fleet, contract, project, and document management. A new external website, intranet site, online recreational site reservation system, social media sites, and hydrologic software have been implemented. Significant investments and upgrades in server, network, database, and desktop technologies have also been completed.

Going forward, IT efforts will primarily focus on maintenance and support to provide solutions that meet the business needs of the organization. Hardware and software will be maintained or replaced to ensure capacity, performance, and adherence to support requirements. In addition, the District will continue to maximize and leverage existing technology to provide better service at a reduced cost.

C. Adequacy of Fiscal Resources

Since FY 2007-2008, the District has assessed a millage rate less than the 0.0500 set by Florida Statute and the State Constitution. The rate assessed in FY 2015-2016 was 0.0378. The rate for the FY 2016-2017 Tentative Budget is 0.0366, or 26.8 percent below the maximum authorized. The millage rate of 0.0366 reflects the 2016 rolled-back rate, which is the millage rate that would produce the same tax revenue as the previous year. Based on taxable values provided by the 16 counties in the District, tax collections using the rolled-back rate are estimated to be \$3.4 million for FY 2016-2017. With a recurring budget of \$16.9 million, the District must rely on state and other revenue sources to conduct many of its programs.

To supplement ad valorem revenue, the District has historically received state appropriations for activities including the management of District-owned lands; the ERP program; regional water supply planning and development; SWIM; research and data collection; MFLs; the Apalachicola River and Bay System; and programmatic operations. Similarly, separate funding for specific purposes such as land acquisition (Preservation 2000 and Florida Forever programs); SWIM projects; the Water Protection and Sustainability program; and other direct appropriations are typical, but usually nonrecurring and not consistent. While not a direct appropriation, but anticipated through DEP, is new nonrecurring state funding in FY 2016-2017 for springs protection and restoration.

The District has a number of reserve accounts that are available for necessary and unanticipated expenditures. These include reserves for water supply development; land management and acquisition; General Fund deficiency for immediate needs not budgeted; and an economic budget stabilization reserve to be used in the event revenues become insufficient to fund District obligations or to mitigate emergency situations. In FY 2016-2017, the District is able to minimize its use of reserves for mostly nonrecurring, one-time expenditures. In FY 2017-2018, the use of reserves for recurring purposes is planned to be \$452,564 for Minimum Flows and Minimum Water Levels. The District will continue to pursue cost saving measures as well as recurring fund sources to eliminate dependency on reserves for recurring purposes.

Details on the District's uses of fund balance over the next five years are shown in Table 2. District fund balances are grouped into three types of uses: (1) restricted uses are those specified by law or rule; (2) committed uses are specified via Governing Board resolutions for specific purposes; and (3) assigned uses are determined by the Governing Board in the budget. The following describes each of the 10 fund balance uses through FY 2020-2021.

 <u>Mitigation</u>: \$1,479,399 is to meet legal requirements for FDOT mitigation projects conducted by the District and cannot be used for any other purpose. Any change in the amount of fund balance over the next five years will be the result of ongoing maintenance requirements.

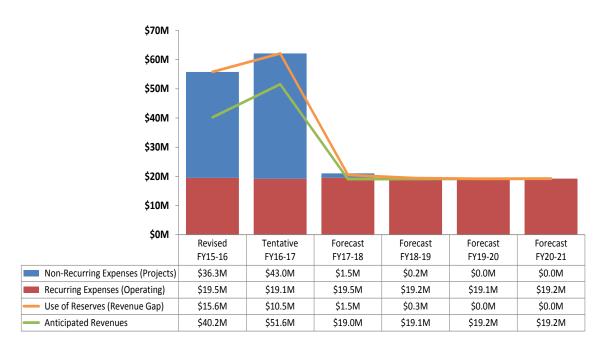
- <u>Regulation ERP</u>: \$1,523,663 is carry forward funding previously appropriated to support the statutorily required ERP program and cannot be used for any other purpose. The District intends to retain this balance in the event state appropriations come in lower than annual regulatory expenditures or to implement rule or law changes related to regulatory operations that exceed annual expenditures.
- Water Supply Development Assistant Grants: \$9,985,183 is set aside by the Governing Board for water supply and water resource development projects throughout the region. These funds are awarded as grants to local governments and utilities and spent down as reimbursement for work completed by grantees. Of the \$20.6 million approved since FY 2013-2014 for funding as part of the District's grant program, the estimated carryover and expenditures is \$8,985,183 for FY 2016-2017. An additional \$1,000,000 is planned for FY 2017-2018, if state appropriations continue at the FY 2016-2017 level. No funds are anticipated to remain for this purpose after these grants are expended. Any further assistance to local governments and communities for this work would be from the result of new legislative appropriations.
- Operation and Maintenance of Lands and Works: \$2,373,313 is set aside by the Governing Board for the restoration and maintenance of public lands managed by the District. The District will continue use of these nonrecurring dollars for recurring programmatic expenses until they are depleted. The main funding source for this purpose is timber sales from District lands and is what sustains the balance through FY 2020-2021. An inventory of District timber is being conducted to better monitor its availability for future sales. Otherwise, no long-term recurring revenue source is yet available to cover all the programmatic responsibilities in the District's Lands program.
- <u>Capital Improvement Projects</u>: \$540,201 is designated by the Board to be used for pre-acquisition, acquisition of land, or restoration projects on District land. In FY 2016-2017, these funds cover pre-acquisition efforts associated with the review of potential acquisition projects as well as several streambank restoration projects. The District will continue use of these nonrecurring dollars for recurring programmatic expenses until they are depleted. No remaining balance for this purpose is expected after these funds are spent, unless there is available cash from a different District funding source to transfer to this fund or from new legislative appropriations.
- <u>Economic Stabilization Fund</u>: \$3,277,067 is an amount equal to two months of the operating budget proposed in FY 2016-2017. Through a resolution, the Governing Board established a policy for this funding to provide sufficient financial liquidity for operations only under unforeseen and unexpected extreme events and for major emergencies. The District's policy is to replenish this fund, if used, within three fiscal years; however, no dedicated funding exists to replenish these funds.
- <u>Minimum Flows and Minimum Water Levels:</u> \$1,335,414 is for statutorily required resource management activities related to the Minimum Flows and Minimum Water Levels (MFL) program. Annual appropriations have provided \$1.5 million

for MFLs, since FY 2015-2016. This fund balance is carried forward from the previous year to offset budget needs that exceed \$1.5 million. Any remaining balance will be used to offset fluctuations in MFL expenditures and appropriations.

- Water Resources Planning and Monitoring (operational support, excludes MFLs):
 The remainder of Program 1.0 includes: water supply planning; watershed and SWIM planning; research, data collection, analysis and monitoring; and technical assistance to local governments and utilities. These activities are not fully covered by a recurring funding source and compete with other District priorities for the same state appropriation for general operations.
- <u>Acquisition, Restoration, and Public Works</u>: The fund balance's full amount of \$500,000 is budgeted in the FY 2016-2017 Tentative Budget. A nonrecurring grant award of \$500,000 will be provided to assist Bay County, Gulf Power, and the City of Panama City with a wastewater reuse project within the District's Region III Regional Water Supply Plan (RWSP) area. No recurring costs are expected after FY 2016-2017.
- <u>General Fund Deficiencies</u>: \$3,990,581 is set aside to cover cash flow shortfalls, cost overruns, unanticipated expenditures in the administrative and regulatory programs, and to cover budgeted expenditures, if revenue collections from taxes and fees are lower than anticipated. This fund balance is a nonrecurring safety net, due to the small amount of ad valorem tax collected and irregular deposits of revenue. Funds will only be spent if there is an unanticipated need or invoices received exceed cash-on-hand.
- <u>District Short-Term Projects</u>: \$1,100,000 consists of \$100,000 in the FY 2016-2017 Tentative Budget to remediate structural and maintenance issues concerning the District's Headquarters facilities. The purpose of the remaining \$1,000,000 is for future short-term projects.

Below is a graph that displays the FY 2016-2017 Tentative Budget and proposed expense and revenue growth through FY 2020-2021. The bars represent expenses and the lines represent the anticipated revenues with the use of reserves filling in for the revenue gap. Under the graph shows how reserves are being spent down with a \$13.9 million fund balance retained due to restricted uses. To maintain this reserve balance in out years, the District will have to restrict growth or reduce expenses to operate without a deficit, unless additional revenues can be identified.

Long-Term Funding Plan



Reserves	As of 9/30/16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21
Remaining:	\$26.3M	\$15.7M	\$14.3M	\$13.9M	\$13.9M	\$13.9M

D. Budget Summary

1. Overview

The FY 2016-2017 Tentative Budget is \$62,099,013, an increase of \$6,323,889 or 11.3 percent higher than the FY 2015-2016 Current-Amended Budget. Operating expenditures, which include categories of Salaries and Benefits; Other Personal Services; Contracted Services; Operating Expenses; and Operating Capital Outlay (OCO) total \$19,623,157, a decrease of \$657,860 or 3.2 percent. Of the operating budget request, \$16,712,733 is recurring and \$2,910,424 is nonrecurring.

Fixed Capital Outlay (FCO) and Interagency Expenditures (e.g., grants to public entities) total \$42,475,856, an increase of \$6,981,749 or 19.7 percent. This amount reflects an increase in FCO of \$4,834,000 and Interagency Expenditures of \$2,147,749.

The proposed ad valorem tax millage rate is 0.0366, which is less than the 0.0378 assessed in FY 2015-2016. Based on estimated property values provided by the 16 counties in the District, tax revenue is estimated to be \$3,433,785, which accounts for 6.7 percent of total projected revenues, which excludes fund balance. Including fund balance, the estimated tax revenue accounts for 5.5 percent of the total revenue budget.

The total projected revenue of \$51,555,582 is comprised of \$32,907,469 (63.8 percent) in new revenue and \$18,648,113 (36.2 percent) of state funds appropriated to the District in prior years. In addition, \$10,543,431 of fund balances will be used to support the Tentative Budget. New revenue mainly includes \$18,448,200 from the Land Acquisition Trust Fund, \$5,211,231 from the General Revenue Fund, \$3,433,785 in ad valorem, \$2,879,250 in Federal funds, and \$1,500,000 in timber sales. Prior appropriations carried forward consists of mostly state funds of \$15,958,558 for springs restoration and protection, \$1,182,784 for mitigation efforts, and \$155,313 for St. Andrew Bay and Apalachicola River and Bay watersheds.

Table 1. Source and Use of Funds, Fund Balance and Workforce

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SOURCE AND USE OF FUNDS, FUND BALANCE AND WORKFORCE

Fiscal Years 2015-16 and 2016-17

TENTATIVE BUDGET - Fiscal Year 2016-2017

	Fiscal Year 2015-16 (Current-Amended)	New Issues (Increases)	Reductions	Fiscal Year 2016-17 (Tentative)	
SOURCE OF FUNDS					
Beginning Fund Balance	34,344,034			26,284,922	
District Revenues	6,057,587	40,383	-	6,097,970	
Local Revenues	146,840	-	4,423	142,417	
Debt	-	-	-	-	
Unearned Revenue	16,098,015	31,100	2,331,777	13,797,338	
State Revenues	30,903,659	11,532,286	-	42,435,945	
Federal Revenues	3,097,801	· -	218,551	2,879,250	
SOURCE OF FUND TOTAL	90,647,936	11,603,769	2,554,751	91,637,842	
USE OF FUNDS					
Salaries and Benefits	8,370,365	382,422	395,887	8,356,900	
Other Personal Services	359,720	7,404	12,204	354,920	
Contracted Services	7,960,282	1,114,615	1,427,058	7,647,839	
Operating Expenses	2,812,876	277,004	453,048	2,636,832	
Operating Capital Outlay	777,774	78,500	229,608	626,666	
Fixed Capital Outlay	5,785,068	7,410,000	2,576,000	10,619,068	
Interagency Expenditures (Cooperative Funding)	29,709,039	10,026,593	7,878,844	31,856,788	
Debt	-	-	-	-	
Reserves - Emergency Response	-	-	-	-	
USE OF FUNDS TOTAL	55,775,124	19,296,538	12,972,649	62,099,013	
Unearned Revenue (ESTIMATED)					
DOT Mitigation Funds	14,729,739	30,000	1,182,784	13,576,955	
State Ecosystems Trust Fund	1,070,893	30,000	1,070,893	13,370,933	
Phipps Park Endowment & Advanced Timber Sales	297,383	1,100	78,100	220,383	
TOTAL UNEARNED REVENUE	16,098,015	31,100	2,331,777	13,797,338	
FUND BALANCE (ESTIMATED)					
Nonspendable	_	_	_		
Restricted	3,003,062	_		3,003,062	
Committed	16,175,764	_	9,180,461	6,995,303	
Assigned	7,106,096	_	1,362,970	5,743,126	
Unassigned	7,100,090	-	1,302,370	5,745,120	
TOTAL FUND BALANCE	26,284,922	-	10,543,431	15,741,491	
WORKFORCE					
Authorized Position (Full-Time Equivalents/FTE)	101.00	-	-	101.00	
Contingent Worker (Independent Contractors)	-	-	_	-	
Other Personal Services (OPS)	9.40	-	_	9.40	
Intern	-	_	_	-	
Volunteer	_	-	-	-	
	140.40			140.40	
TOTAL WORKFORCE	110.40	•	-	110.40	

Reserves:

Nonspendable - amounts required to be maintained intact as principal or an endowment

Restricted - amounts that can be spent only for specific purposes like grants or through enabling legislation

Committed - amounts that can be used only for specific purposes determined and set by the District Governing Board

Assigned - amounts intended to be used for specific contracts or purchase orders

Unassigned - available balances that may be used for a yet to be determined purpose in the general fund only

Table 2. Projected Utilization of Fund Balance

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROJECTED UTILIZATION OF FUND BALANCE TENTATIVE BUDGET - Fiscal Year 2016-2017

			Five Year Utilization Schedule					
Core Mission	Designations (Description of Restrictions)	Total Projected Designated Amounts at September 30, 2016	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Remaining Balance
	NONSPENDABLE							
		0	0	0	0	0	0	0
	NONSPENDABLE SUBTOTAL	0	0	0	0	0	0	0
	RESTRICTED							
WS/WQ/FP/NS	Mitigation - Interest and Other Misc Revenue	1,479,399	0	0	0	0	0	1,479,399
WS/WQ/FP/NS	Regulation - ERP	1,523,663	0	0	0	0	0	1,523,663
	RESTRICTED SUBTOTAL	3,003,062	0	0	0	0	0	3,003,062
	COMMITTED							
WS/WQ/FP/NS	Water Supply Development Assistance Grants (GF & Timber Sales)	9,985,183	8,985,183	1,000,000	0	0	0	0
WS/WQ/FP/NS	Operation & Maintenance of Lands & Works (Land Mgt Fund)	2,373,313	50,779	0	0	0	0	2,322,534
WS/WQ/FP/NS	Capital Improvement Projects (Cap Improv & Land Acq TF)	540,201	144,499	0	0	0	0	395,702
WS/WQ/FP/NS	Economic Stabilization Fund	3,277,067	0	0	0	0	0	3,277,067
COMMITTED SUBTOTAL		16,175,764	9,180,461	1,000,000	0	0	0	5,995,303
	ASSIGNED							
WS/WQ/FP/NS	Minimum Flows and Levels	1,335,414	582,869	452,564	299,981	0	0	0
WS/WQ/FP/NS	Water Resources Planning & Monitoring (operational support, excluding MFLs)	180,101	180,101	0	0	0	0	0
WS/WQ/FP/NS	Acquisition, Restoration, & Public Works	500,000	500,000	0	0	0	0	0
WS/WQ/FP/NS	General Fund Deficiencies	3,990,581	0	0	0	0	0	3,990,581
WS/WQ/FP/NS	District Short-Term Projects	1,100,000	100,000	0	0	0	0	1,000,000
	ASSIGNED SUBTOTAL	7,106,096	1,362,970	452,564	299,981	0	0	4,990,581
	UNASSIGNED							
		0	0	0	0	0	0	0
	UNASSIGNED SUBTOTAL	0	0	0	0	0	0	0
	Total	26,284,922	10,543,431	1,452,564	299,981	0	0	13,988,946
	Remaining Fund Bal	ance at Fiscal Year End	15,741,491	14,288,927	13,988,946	13,988,946	13,988,946	13,988,946

Table 3. Use of Fund Balance

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT USE OF FUND BALANCE

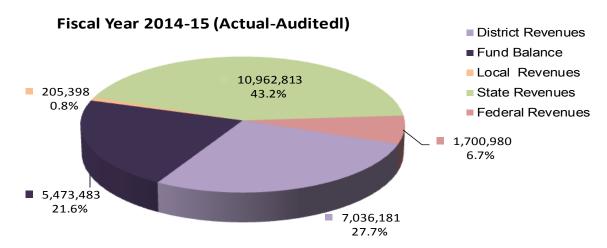
Fiscal Year 2016-17
TENTATIVE BUDGET - Fiscal Year 2016-2017

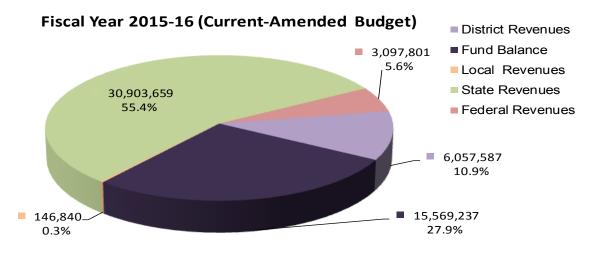
	Fiscal Year 2016-17	SOURCES OF FUND								
	(Tentative)	District Revenues	Fund Balance	Debt	Local	State	Federal	TOTAL		
1.0 Water Resources Planning and Monitoring	7,096,643	-	762,970	-	-	-	-	762,970		
2.0 Acquisition, Restoration and Public Works	45,192,383	-	9,729,682	-	-	-	-	9,729,682		
3.0 Operation and Maintenance of Lands and Works	3,724,883	-	50,779	-	-	-	-	50,779		
4.0 Regulation	3,874,432	-	-	-	-	-	-	-		
5.0 Outreach	178,215	-	-	-	-	-	-	-		
6.0 District Management and Administration	2,032,457	-	-	-	-	-	-	-		
TOTAL	62,099,013	ı	10,543,431	-	-	-	-	10,543,431		

	USES OF FUND									
	Salaries and Benefits	Other Personal Services	Contracted Services	Operating Expenses	Operating Capital Outlay	Fixed Capital Outlay	Interagency Expenditures (Cooperative Funding)	Administrative Overhead Transfer	Reserves	TOTAL
1.0 Water Resources Planning and Monitoring	15,000	-	528,798	21,536	15,000	-	-	182,636	-	762,970
2.0 Acquisition, Restoration and Public Works	-	-	-	40,000	10,000	194,499	9,463,209	21,974	-	9,729,682
3.0 Operation and Maintenance of Lands and Works	-	-	-	-	15,185	-	-	35,594	-	50,779
4.0 Regulation	-	-	-	-	-	-	-	-	-	-
5.0 Outreach	-	-	-	-	-	-	-	-	-	-
6.0 District Management and Administration	-	-	-	-	-	-	-	-	=	-
TOTAL	15,000	-	528,798	61,536	40,185	194,499	9,463,209	240,204		10,543,431

2. Source of Funds Three-Year Comparison

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT TENTATIVE BUDGET - Fiscal Year 2016-2017 REVENUES BY SOURCE





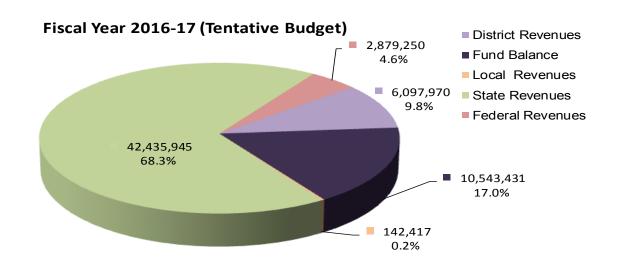


Table 4. Source of Funds Comparison for Three Fiscal Years

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT SOURCE OF FUNDS COMPARISON FOR THREE FISCAL YEARS

Fiscal Years 2014-2015 (Actual-Audited), 2015-2016 (Current-Amended), and 2016-2017 (Tentative)
TENTATIVE BUDGET - Fiscal Year 2016-2017

	Fiscal Year 2014-15	Fiscal Year 2015-16	Fiscal Year 2016-17	Difference in \$	% of Change
SOURCE OF FUNDS	(Actual-Audited)	(Current-Amended)	(Tentative)	(Current Tentative)	(Current Tentative)
District Revenues	7,036,181	6,057,587	6,097,970	40.383	0.7%
Fund Balance	5,473,483	15,569,237	10,543,431	(5,025,806)	-32.3%
Debt - Certificate of Participation (COPS)	-	-	-	- 1	
Local Revenues	205,398	146,840	142,417	(4,423)	-3.0%
State General Revenues	1,470,478	7,625,681	11,245,891	3,620,210	47.5%
Ecosystem Management Trust Fund	2,503,281	2,694,458	155,313	(2,539,145)	-94.2%
FDEP/EPC Gardinier Trust Fund	-	-	-	-	
P2000 Revenue	-	-	-	-	
FDOT/Mitigation	610,267	1,371,078	1,182,784	(188,294)	-13.7%
Water Management Lands Trust Fund	6,338,283	1,426,394	978,978	(447,416)	-31.4%
Land Acquisition Trust Fund	-	17,413,568	28,372,098	10,958,530	62.9%
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	
Florida Forever	-	372,480	372,480	-	0.0%
Save Our Everglades Trust Fund	-	-	-	-	
Alligator Alley Tolls	-	-	-	-	
Other State Revenue	40,504	-	128,401	128,401	
Federal Revenues	1,480,649	2,560,887	2,477,516	(83,371)	-3.3%
Federal through State (FDEP)	220,331	536,914	401,734	(135,180)	-25.2%
SOURCE OF FUND TOTAL	25,378,855	55,775,124	62,099,013	6,323,889	11.3%
District Revenues include:					00/
Ad Valorem	-,,	3,433,785	3,433,785	-	0%
Timber Sales	3,034,678	1,500,000	1,500,000	-	0%
Permit & License Fees	396,205	332,500	393,250	60,750	18%
Miscellaneous Revenues	346,764	791,302	770,935	(20,367)	-3%

REVENUES BY SOURCE	Fiscal Year 2014-15 (Actual-Audited)	Fiscal Year 2015-16 (Current-Amended)	Fiscal Year 2016-17 (Tentative)	Difference in \$ (Current Tentative)	% of Change (Current Tentative)
District Revenues	7,036,181	6,057,587	6,097,970	40,383	0.7%
Fund Balance	5,473,483	15,569,237	10,543,431	(5,025,806)	-32.3%
Debt	-	-	-	-	
Local Revenues	205,398	146,840	142,417	(4,423)	-3.0%
State Revenues	10,962,813	30,903,659	42,435,945	11,532,286	37.3%
Federal Revenues	1,700,980	3,097,801	2,879,250	(218,551)	-7.1%
TOTAL	25,378,855	55,775,124	62,099,013	6,323,889	11.3%

3. Major Sources of Funds Variances

The District's annual budget is funded by District, local, state, federal, and miscellaneous revenue sources. District sources include estimates for ad valorem revenues (\$3,433,785), timber sales (\$1,500,000), permit fees (\$393,250), and miscellaneous revenues (\$770,935), such as grants from non-profit groups like the National Fish and Wildlife Foundation, interest earnings, fines, and apiary leases. The table on the previous page compares FY 2014-2015 Actual-Audited, FY 2015-2016 Current-Amended, and FY 2016-2017 Tentative Budget revenue by source. The following is a summary of major revenue source variances.

Ecosystem Management and Restoration Trust Fund (94.2 percent decrease)

The District's budget includes the remaining Ecosystem Management and Restoration Trust Fund revenue of \$155,313, which represents a decrease of \$2,539,145 from FY 2015-2016. The decrease is due to progress made in the St. Andrew Bay and Apalachicola River and Bay watershed projects in FY 2015-2016. The District is using carryover funds from prior years for these activities. No new legislative funds have been appropriated since 2008.

Water Management Lands Trust Fund (WMLTF) (31.4 percent decrease)

The WMLTF reduction of \$447,416 is due to spending down a FY 2013-2014 nonrecurring state appropriation of \$3,000,000 for Apalachicola Bay water quality improvement projects. The remaining balance of \$978,978 from the FY 2013-2014 WMLTF appropriation is budgeted to complete water quality improvement projects in Apalachicola Bay.

State General Revenue (47.5 percent increase)

State General Revenue sources consist of state appropriations of \$3,360,000 for general operations, \$1,851,231 for the Environmental Resource Permitting Program, and \$5,954,660 in carry forward funding from FY 2014-2015 for springs restoration projects. Also included is \$80,000 in grant funding from DEP for springs monitoring. The increase of \$3,620,210 mainly reflects the carry forward funding for wastewater improvement projects to help protect Wakulla Spring.

Florida Forever (No change)

Florida Forever funding has been used to acquire land and to protect environmentally significant lands for conservation, recreation, water resource protection, wildlife habitat protection, and for capital land improvement and public access to those lands. The balance of \$372,480 in Florida Forever funding will be directed to water quality improvement and/or habitat restoration consistent with the District's SWIM program in FY 2016-2017.

Land Acquisition Trust Fund (LATF) (62.9 percent increase)

LATF sources consist of state appropriations of \$1,500,000 for MFLs, \$1,610,000 for land management operations, \$9,923,898 in carry forward funding from FY 2015-2016 for springs acquisition and restoration projects, and \$15,338,200 in new FY 2016-2017 funding for springs acquisition and restoration projects tentatively approved for implementation in northwest Florida. The increase of \$10,958,530 reflects the new state

appropriation for springs projects offset mostly by a reduction in land acquisition funding and work completed on Wakulla Spring protection projects.

<u>Federal Revenue – Direct and through DEP (7.1 percent decrease)</u>

Federal funding supports a FEMA Risk MAP initiative involving flood studies, a statewide Integrated Water Resources Monitoring Network initiative with DEP for the collection of water quality samples and habitat assessments in streams, rivers, and lakes as well as groundwater quality samples across northwest Florida and a demonstration grant to implement a sod-based crop rotation system with the goal of reducing irrigation water usage and nitrogen usage. The District's budget includes \$2,477,516 directly from FEMA, which represents a slight decrease from the prior year. Federal revenues also come to the District through DEP, providing \$401,734 in the FY 2016-2017 Tentative Budget. The decrease of \$135,180 is mainly due to a change in the fund source of one DEP project from federal to state funds.

Fund Balance (32.3 percent decrease)

The District has a number of reserve accounts that are available for necessary and unanticipated large expenditures. In FY 2016-2017, the District will use \$582,869 to fund necessary MFL expenditures of which most is for recurring purposes. The remaining use of reserves is mostly for nonrecurring grants to help local governments and non-profit utilities achieve water supply development priorities. The total use of reserves for FY 2016-2017 is estimated to be \$10,543,431.

4. Source of Funds by Program

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SOURCE OF FUNDS BY PROGRAM

Fiscal Year 2014-15 (Actual-Audited)
TENTATIVE BUDGET - Fiscal Year 2016-2017

SOURCE OF FUNDS	Water Resources Planning and Monitoring	Acquisition, Restoration and Public Works	Operation and Maintenance of Lands and Works	Regulation	Outreach	District Management and Administration	Fiscal Year 2014-15 (Actual-Audited)
District Revenues	307,090	379,229	3,147,724	2,179,600	184,532	838,006	7,036,181
Fund Balance	(777,408)	6,033,425	78,095	(927,909)	(30,229)	1,097,509	5,473,483
Debt - Certificate of Participation (COPS)	-	-	-	-	-	-	-
Local Revenues	205,059	-	339	-	-	-	205,398
State General Revenues	276,038	1,194,440	-	-	-	-	1,470,478
Ecosystem Management Trust Fund	-	2,503,281	-	-	-	-	2,503,281
FDEP/EPC Gardinier Trust Fund	-	-	-	-	-	-	-
P2000 Revenue	-	-	-	-	-	-	-
FDOT/Mitigation	-	610,267	-	-	-	-	610,267
Water Management Lands Trust Fund	2,982,837	1,144,215	-	2,211,231	-	-	6,338,283
Land Acquisition Trust Fund	-	-	-	-	-	-	-
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	-	-	-
Florida Forever	-	-	-	-	-	-	-
Save Our Everglades Trust Fund	-	-	-	-	-	-	-
Alligator Alley Tolls	-	-	-	-	-	-	-
Other State Revenue	30,147	10,357	-	-	-	-	40,504
Federal Revenues	1,343,941	113,356	15,000	8,352	-	-	1,480,649
Federal through State (FDEP)	220,331	-	-	-	-	-	220,331
SOURCE OF FUND TOTAL	4,588,035	11,988,570	3,241,158	3,471,274	154,303	1,935,515	25,378,855

District Revenues include

 Ad Valorem
 3,258,534

 Timber Sales
 3,034,678

 Permit & License Fees
 396,205

 Miscellaneous Revenues
 346,764

REVENUES BY SOURCE	Water Resources Planning and Monitoring	Acquisition, Restoration and Public Works	Operation and Maintenance of Lands and Works	Regulation	Outreach	District Management and Administration	Fiscal Year 2014-15 (Actual-Audited)
District Revenues	307,090	379,229	3,147,724	2,179,600	184,532	838,006	7,036,181
Fund Balance	(777,408)	6,033,425	78,095	(927,909)	(30,229)	1,097,509	5,473,483
Debt	-	-	-		-	-	
Local Revenues	205,059	-	339	-	-	-	205,398
State Revenues	3,289,022	5,462,560	-	2,211,231	-	-	10,962,813
Federal Revenues	1,564,272	113,356	15,000	8,352	-	-	1,700,980
TOTAL	4,588,035	11,988,570	3,241,158	3,471,274	154,303	1,935,515	25,378,855

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SOURCE OF FUNDS BY PROGRAM

Fiscal Year 2015-16 (Current-Amended)
TENTATIVE BUDGET - Fiscal Year 2016-2017

SOURCE OF FUNDS	Water Resources Planning and Monitoring	Acquisition, Restoration and Public Works	Operation and Maintenance of Lands and Works	Regulation Outreach		District Management and Administration	Fiscal Year 2015-16 (Current-Amended)
District Revenues	-	504,539	2,259,336	2,161,585	210,944	921,183	6,057,587
Fund Balance	78,224	14,710,112	658,859	122,042	-	-	15,569,237
Debt - Certificate of Participation (COPS)	-	-	-	-	-	-	-
Local Revenues	146,840	-	-	-	-	-	146,840
State General Revenues	3,084,912	2,345,297	-	2,195,472	-	-	7,625,681
Ecosystem Management Trust Fund	-	2,694,458	-	-	-	-	2,694,458
FDEP/EPC Gardinier Trust Fund	-	-	-	-	-	-	-
P2000 Revenue	-	-	-	-	-	-	-
FDOT/Mitigation	-	1,371,078	-	-	-	-	1,371,078
Water Management Lands Trust Fund	-	1,426,394	-	-	-	-	1,426,394
Land Acquisition Trust Fund	1,500,000	15,088,568	825,000	-	-	-	17,413,568
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	-	-	-
Florida Forever	-	372,480	-	-	-	-	372,480
Save Our Everglades Trust Fund	-	-	-	-	-	-	-
Alligator Alley Tolls	-	-	-	-	-	-	-
Other State Revenue	-	-	-	-	-	-	-
Federal Revenues	2,512,607	-	12,900	35,380	-	-	2,560,887
Federal through State (FDEP)	220,082	316,832	-	-		-	536,914
SOURCE OF FUND TOTAL	7,542,665	38,829,758	3,756,095	4,514,479	210,944	921,183	55,775,124

District Revenues include

 Ad Valorem
 3,433,785

 Timber Sales
 1,500,000

 Permit & License Fees
 332,500

 Miscellaneous Revenues
 791,302

REVENUES BY SOURCE	•	Acquisition, Restoration and	•	e Regulation Outreach		District Management and	Fiscal Year 2015-16
REVEROES DI SOURCE	and Monitoring	Public Works	of Lands and Works			Administration	(Current-Amended)
District Revenues	-	504,539	2,259,336	2,161,585	210,944	921,183	6,057,587
Fund Balance	78,224	14,710,112	658,859	122,042	ı	-	15,569,237
Debt	-	•	-	-	•	-	•
Local Revenues	146,840	•	-	-	•	-	146,840
State Revenues	4,584,912	23,298,275	825,000	2,195,472	•	-	30,903,659
Federal Revenues	2,732,689	316,832	12,900	35,380	-	-	3,097,801
TOTAL	7,542,665	38,829,758	3,756,095	4,514,479	210,944	921,183	55,775,124

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SOURCE OF FUNDS BY PROGRAM

Fiscal Year 2016-17 (Tentative)
TENTATIVE BUDGET - Fiscal Year 2016-2017

SOURCE OF FUNDS	Water Resources Planning and Monitoring	Acquisition, Restoration and Public Works	Operation and Maintenance of Lands and Works	Regulation	Outreach	District Management and Administration	Fiscal Year 2016-17 (Tentative)
District Revenues	-	653,470	2,054,388	2,271,748	211,812	906,552	6,097,970
Fund Balance	762,970	9,729,682	50,779	-	-	-	10,543,431
Debt - Certificate of Participation (COPS)	-	-	-	-	-	-	-
Local Revenues	142,417	-	-	-	-	-	142,417
State General Revenues	2,447,714	6,561,685	-	2,236,492	-	-	11,245,891
Ecosystem Management Trust Fund	-	155,313	-	-	-	-	155,313
FDEP/EPC Gardinier Trust Fund	-	-	-	-	-	-	-
P2000 Revenue	-	-	-	-	-	-	-
FDOT/Mitigation	-	1,182,784	-	-	-	-	1,182,784
Water Management Lands Trust Fund	-	978,978	-	-	-	-	978,978
Land Acquisition Trust Fund	1,500,000	25,387,316	1,484,782	-	-	-	28,372,098
Water Quality Assurance (SWIM) Trust Fund	-	-	-	-	-	-	-
Florida Forever	-	372,480	-	-	-	-	372,480
Save Our Everglades Trust Fund	-	-	-	-	-	-	-
Alligator Alley Tolls	-	-	-	-	-	-	-
Other State Revenue	128,401	-	-	-	-	-	128,401
Federal Revenues	2,477,516	-	-	-	-	-	2,477,516
Federal through State (FDEP)	84,902	316,832	-	-		-	401,734
SOURCE OF FUND TOTAL	7,543,920	45,338,540	3,589,949	4,508,240	211,812	906,552	62,099,013

District Revenues include

 Ad Valorem
 3,433,785

 Timber Sales
 1,500,000

 Permit & License Fees
 393,250

 Miscellaneous Revenues
 770,935

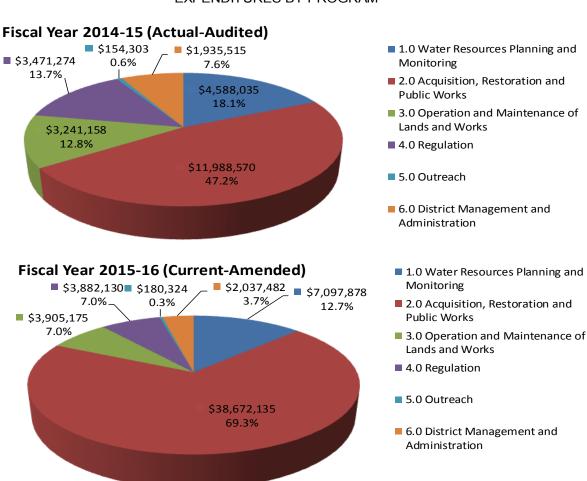
REVENUES BY SOURCE	Water Resources Planning and Monitoring	Acquisition, Restoration and Public Works	Operation and Maintenance of Lands and Works	Regulation	Outreach	District Management and Administration	Fiscal Year 2016-17 (Tentative)
District Revenues	-	653,470	2,054,388	2,271,748	211,812	906,552	6,097,970
Fund Balance	762,970	9,729,682	50,779	-	-	-	10,543,431
Debt					-	-	
Local Revenues	142,417	-	-	-	-	-	142,417
State Revenues	4,076,115	34,638,556	1,484,782	2,236,492	-	-	42,435,945
Federal Revenues	2,562,418	316,832	-	-	-	-	2,879,250
TOTAL	7,543,920	45,338,540	3,589,949	4,508,240	211,812	906,552	62,099,013

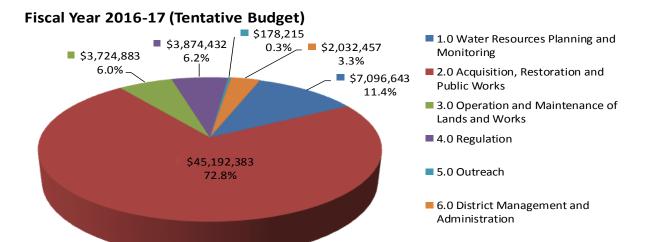
5. Proposed Millage Rate

DISTRICTWIDE - Ad Valorem Taxes									
	Fiscal Year 2014-15 Adopted Budget	Fiscal Year 2015-16 Adopted Budget	Fiscal Year 2016-17 Tentative Budget						
Ad Valorem Taxes	3,381,733	3,433,785	3,433,785						
Millage Rate	0.0390	0.0378	0.0366						
Rolled-back Rate	0.0390	0.0378	0.0366						
Rolled-back Rate Change (%)	0.00%	0.00%	0.00%						
Gross Taxable Value for Operating Purposes	\$86,711,098,855	\$90,840,872,683	\$95,184,957,104						
Net New Taxable Value	\$ 1,147,221,046	\$ 1,307,072,757	\$ 1,317,455,436						
Adjusted Taxable Value	\$85,563,877,809	\$89,533,799,926	\$93,867,501,668						

6. Three-Year Use of Funds by Program

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT TENTATIVE BUDGET - Fiscal Year 2016-2017 EXPENDITURES BY PROGRAM





NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT THREE-YEAR EXPENDITURE SUMMARY BY PROGRAM

Fiscal Years 2014-2015 (Actual-Audited), 2015-2016 (Current-Amended), and 2016-2017 (Tentative)

TENTATIVE BUDGET - Fiscal Year 2016-2017

PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2014-15 (Actual-Audited)	Fiscal Year 2015-16 (Current-Amended)	Fiscal Year 2016-17 (Tentative)	Difference in \$ (Current Tentative)	% of Change (Current Tentative)
1.0 Water Resources Planning and Monitoring	\$4,588,035	\$7,097,878	\$7,096,643	-\$1,235	0.0%
1.1 - District Water Management Planning	1,739,620	2,388,071	2,886,780	498,709	20.9%
1.1.1 Water Supply Planning	60,799	85,255	296,133	210,878	247.3%
1.1.2 Minimum Flows and Minimum Water Levels	1,088,967	1,651,801	1,996,477	344,676	20.9%
1.1.3 Other Water Resources Planning	589,854	651,015	594,170	-56,845	-8.7%
1.2 - Research, Data Collection, Analysis and Monitoring	1,050,953	1,610,759	1,073,872	-536,887	-33.3%
1.3 - Technical Assistance	1,422,274	2,648,245	2,620,048	-28,197	-1.1%
1.4 - Other Water Resources Planning and Monitoring Activities	0	0	0	0	
1.5 - Technology and Information Services	375,188	450,803	515,943	65,140	14.4%
2.0 Acquisition, Restoration and Public Works	\$11,988,570	\$38,672,135	\$45,192,383	\$6,520,248	16.9%
2.1 - Land Acquisition	25,785	4,932,838	9,877,903	4,945,065	100.2%
2.2 - Water Source Development	5,455,243	14,571,100	10,044,899	-4,526,201	-31.1%
2.2.1 Water Resource Development Proiects	216,120	622,340	978,943	356,603	57.3%
2.2.2 Water Supply Development Assistance	5,239,123	13,948,760	9,065,956	-4,882,804	-35.0%
2.2.3 Other Water Source Development Activities	4 007 044	40 400 707	04 200 000	0 054 470	0.4.50/
2.3 - Surface Water Projects	4,997,014 0	18,130,767	24,382,239	6,251,472	34.5%
2.4 - Other Cooperative Proiects 2.5 - Facilities Construction and Maior Renovations	192,107	0 240,000	100,000	-140,000	-58.3%
2.6 - Other Acquisition and Restoration Activities	1,136,351	715,000	722,500	7,500	1.0%
2.7 - Technology and Information Services	182,070	82,430	64,842	-17,588	-21.3%
3.0 Operation and Maintenance of Lands and Works	\$3,241,158	\$3,905,175	\$3,724,883	-\$180,292	-4.6%
3.1 - Land Management	2,494,351	2.989.824	2.860.472	-129,352	-4.3%
3.2 - Works	832	5,422	8,332	2,910	53.7%
3.3 - Facilities	296,887	376,033	377.021	988	0.3%
3.4 - Invasive Plant Control	0	0,000	011,021	0	0.070
3.5 - Other Operation and Maintenance Activities	0	0	0	0	
3.6 - Fleet Services	35,696	47,443	57,441	9,998	21.1%
3.7 - Technology and Information Services	413,392	486,453	421,617	-64,836	-13.3%
4.0 Regulation	\$3,471,274	\$3,882,130	\$3,874,432	-\$7,698	-0.2%
4.1 - Consumptive Use Permitting	582,835	629,648	589,004	-40,644	-6.5%
4.2 - Water Well Construction Permitting and Contractor Licensing	670,278	812,963	825,395	12,432	1.5%
10 5 1 115 10 10 10 10 10 10 10 10 10 10 10 10 10	1,250,653	1,432,140	1,388,567	-43,573	-3.0%
4.3 - Environmental Resource and Surface Water Permitting	1,230,033		392,789	55.074	
4.3 - Environmental Resource and Surface Water Permitting 4.4 - Other Regulatory and Enforcement Activities	316,436	337,718	002,100	55,071	16.3%
		337,718 669,661	678,677	9,016	
4.4 - Other Regulatory and Enforcement Activities	316,436				1.3%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services	316,436 651,072	669,661	678,677	9,016	1.3%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach	316,436 651,072 \$154,303	669,661 \$180,324	678,677 \$178,215	9,016 -\$2,109	1.3% -1.2%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations	316,436 651,072 \$154,303 0 144,918	669,661 \$180,324 0 170,049	678,677 \$178,215 0 167,940	9,016 - \$2,109 0	1.3% -1.2%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	316,436 651,072 \$154,303 0 144,918	669,661 \$180,324 0 170,049	678,677 \$178,215 0 167,940	9,016 -\$2,109 0 -2,109 0	1.3% -1.2%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities	316,436 651,072 \$154,303 0 144,918 0 9,385	669,661 \$180,324 0 170,049 0 10,275	678,677 \$178,215 0 167,940 0 10,275	9,016 -\$2,109 0 -2,109 0 0	1.3% -1.2%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services	316,436 651,072 \$154,303 0 144,918 0 9,385 0	669,661 \$180,324 0 170,049 0 10,275 0	678,677 \$178,215 0 167,940 0 10,275 0	9,016 -\$2,109 0 -2,109 0 0 0	1.3% -1.2% -1.2% 0.0%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration)	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0	669,661 \$180,324 0 170,049 0 10,275 0 0 \$53,737,642	678,677 \$178,215 0 167,940 0 10,275 0 0 \$60,066,556	9,016 -\$2,109 0 -2,109 0 0 0 0 0 \$6,328,914	1.3% -1.2% -1.2% 0.0%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 \$23,443,340 \$1,935,515	669,661 \$180,324 0 170,049 0 10,275 0 0 \$53,737,642 \$2,037,482	678,677 \$178,215 0 167,940 0 10,275 0 0 \$60,066,556 \$2,032,457	9,016 -\$2,109 0 -2,109 0 0 0 0 0 \$6,328,914 -\$5,025	1.3% -1.2% -1.2% 0.0%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 0 \$23,443,340 \$1,935,515	669,661 \$180,324 0 170,049 0 10,275 0 0 \$53,737,642 \$2,037,482	678,677 \$178,215 0 167,940 0 10,275 0 \$60,066,556 \$2,032,457 1,972,457	9,016 -\$2,109 0 -2,109 0 0 0 0 0 \$6,328,914	1.3% -1.2% -1.2% 0.0% -11.8% -0.2% -0.3%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 \$23,443,340 \$1,935,515	669,661 \$180,324 0 170,049 0 10,275 0 0 \$53,737,642 \$2,037,482	678,677 \$178,215 0 167,940 0 10,275 0 0 \$60,066,556 \$2,032,457	9,016 -\$2,109 0 -2,109 0 0 0 0 0 \$6,328,914 -\$5,025	1.3% -1.2% -1.2% 0.0% 11.8% -0.2% -0.3%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction 6.1.2 - General Counsel / Legal	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 0 \$23,443,340 \$1,935,515	669,661 \$180,324 0 170,049 0 10,275 0 0 \$53,737,642 \$2,037,482 1,977,482 695,068	678,677 \$178,215 0 167,940 0 10,275 0 0 \$60,066,556 \$2,032,457 1,972,457 695,068	9,016 -\$2,109 0 -2,109 0 0 0 0 0 \$6,328,914 -\$5,025	1.3% -1.2% -1.2% 0.0% -11.8% -0.2% -0.3%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction 6.1.2 - General Counsel / Legal 6.1.3 - Inspector General	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 \$23,443,340 \$1,935,515 1,879,541 635,452	669,661 \$180,324 0 170,049 0 10,275 0 0 \$53,737,482 1,977,482 695,688 0 0	678,677 \$178,215 0 167,940 0 10,275 0 \$60,066,566 \$2,032,457 1,972,457 695,088	9,016 -\$2,109 0 -2,109 0 0 0 0 0 \$6,328,914 -\$5,025 -5,025 0 0	1.3% -1.2% -1.2% -1.2% 0.0% 11.8% -0.2% -0.3% 0.0%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction 6.1.2 - General Counsel / Legal 6.1.3 - Inspector General 6.1.4 - Administrative Support	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 0 \$23,443,340 \$1,935,515	669,661 \$180,324 0 170,049 0 10,275 0 0 \$53,737,642 \$2,037,482 1,977,482 695,068	678,677 \$178,215 0 167,940 0 10,275 0 0 \$60,066,566 \$2,032,457 1,972,457 695,66 0 0 842,901	9,016 -\$2,109 0 -2,109 0 0 0 0 0 \$6,328,914 -\$5,025	1.3% -1.2% -1.2% -1.2% 0.0% 11.8% -0.3% 0.0%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction 6.1.2 - General Counsel / Legal 6.1.3 - Inspector General 6.1.4 - Administrative Support 6.1.5 - Fleet Services	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 \$23,443,340 \$1,935,515 1,879,541 635,452	669,661 \$180,324 0 170,049 0 10,275 0 0 \$53,737,482 1,977,482 695,688 0 0	678,677 \$178,215 0 167,940 0 10,275 0 \$60,066,556 \$2,032,457 1,972,457 695,068 0 842,901	9,016 -\$2,109 0 -2,109 0 0 0 0 0 \$6,328,914 -\$5,025 -5,025 0 0 7,109	1.3% -1.2% -1.2% -1.2% 0.0% 11.8% -0.3% 0.0%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction 6.1.2 - General Counsel / Legal 6.1.3 - Inspector General 6.1.4 - Administrative Support 6.1.5 - Fleet Services 6.1.6 - Procurement / Contract Administration	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 \$23,443,340 \$1,935,515 1,879,541 635,452 0 0 750,273 0	669,661 \$180,324 0 170,049 0 10,275 0 \$53,737,642 \$2,037,482 1,977,482 695,068 0 0 835,792 0 0	678,677 \$178,215 0 167,940 0 10,275 0 \$60,066,556 \$2,032,457 1,972,457 695,068 0 0 842,901 0	9,016 -\$2,109 0 -2,109 0 0 0 0 0 \$6,328,914 -\$5,025 -5,025 0 0 7,109 0	1.3% -1.2% -1.2% 0.0% 11.8% -0.2% -0.3% 0.0%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction 6.1.2 - General Counsel / Legal 6.1.3 - Inspector General 6.1.4 - Administrative Support 6.1.5 - Fleet Services 6.1.6 - Procurement / Contract Administration 6.1.7 - Human Resources	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 \$23,443,340 \$1,935,515 1,879,541 635,452	669,661 \$180,324 0 170,049 0 10,275 0 0 \$53,737,482 1,977,482 695,688 0 0	678,677 \$178,215 0 167,940 0 10,275 0 \$60,066,556 \$2,032,457 1,972,457 695,068 0 0 842,901 0 120,102	9,016 -\$2,109 0 -2,109 0 0 0 0 0 0 \$6,328,914 -\$5,025 -5,025 0 0 7,109 0 0 5,761	1.3% -1.2% -1.2% 0.0% 11.8% -0.2% -0.3% 0.0%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction 6.1.2 - General Counsel / Legal 6.1.3 - Inspector General 6.1.4 - Administrative Support 6.1.5 - Fleet Services 6.1.6 - Procurement / Contract Administration 6.1.7 - Human Resources 6.1.8 - Communications	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 \$23,443,340 \$1,935,515 1,879,541 635,452 0 0 750,273 0 0 100,645	669,661 \$180,324 0 170,049 0 10,275 0 \$53,797,642 \$2,037,482 1,977,482 695,688 0 0 835,792 0 0 114,341	678,677 \$178,215 0 167,940 0 10,275 0 \$60,066,556 \$2,032,457 1,972,457 695,068 0 0 10,000 10,000 0 10,000 0 0 0 0 0 0	9,016 -\$2,109 0 -2,109 0 0 0 0 0 0 \$6,328,914 -\$5,025 -5,025 0 0 7,109 0 0 5,761	1.3% -1.2% -1.2% 0.0% 11.8% -0.2% -0.3% 0.0%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Information 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction 6.1.2 - General Counsel / Legal 6.1.3 - Inspector General 6.1.4 - Administrative Support 6.1.5 - Fleet Services 6.1.6 - Procurement / Contract Administration 6.1.7 - Human Resources 6.1.8 - Communications 6.1.9 - Technology and Information Services	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 \$23,443,340 \$1,935,515 1,879,541 635,452 0 0 750,273 0	669,661 \$180,324 0 170,049 0 10,275 0 \$53,737,642 \$2,037,482 1,977,482 695,068 0 0 835,792 0 0	678,677 \$178,215 0 167,940 0 10,275 0 \$60,066,556 \$2,032,457 1,972,457 695,068 0 0 842,901 0 120,102	9,016 -\$2,109 0 -2,109 0 0 0 0 0 0 \$6,328,914 -\$5,025 -5,025 0 0 7,109 0 0 5,761	1.3% -1.2% -1.2% 0.0% 11.8% -0.2% -0.3% 0.0%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction 6.1.2 - General Counsel / Legal 6.1.3 - Inspector General 6.1.4 - Administrative Support 6.1.5 - Fleet Services 6.1.6 - Procurement / Contract Administration 6.1.7 - Human Resources 6.1.8 - Communications 6.1.9 - Technology and Information Services 6.2 - Computer/Computer Support	316,436 651,072 \$154,303 0 144,918 0 9,385 0 \$23,443,340 \$1,935,515 1,879,541 635,452 0 0 100,645	669,661 \$180,324 0 170,049 0 10,275 0 0 \$53,737,642 \$2,037,482 1,977,482 695,666 0 0 835,792 0 114,341 0 332,281	678,677 \$178,215 0 167,940 0 10,275 0 \$60,066,556 \$2,032,457 1,972,457 695,668 0 0 842,901 0 120,102 0 314,386	9,016 -\$2,109 0 -2,109 0 0 0 0 0 \$6,228,914 -\$5,025 -5,025 0 0 7,109 0 0 17,109 0 17,109 0 17,109 0 17,109	1.3% -1.2% -1.2% 0.0% 11.8% -0.2% -0.3% 0.0%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction 6.1.2 - General Counsel / Legal 6.1.3 - Inspector General 6.1.4 - Administrative Support 6.1.5 - Fleet Services 6.1.6 - Procurement / Contract Administration 6.1.7 - Human Resources 6.1.8 - Communications 6.1.9 - Technology and Information Services 6.2 - Computer/Computer Support 6.3 - Reserves	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 \$23,443,340 \$1,935,515 1,879,541 635,452 0 0 750,273 0 100,645 0 393,171	669,661 \$180,324 0 170,049 0 10,275 0 \$53,737,642 \$2,037,482 1,977,482 695,668 0 0 835,792 0 0 114,341 0 332,281	678,677 \$178,215 0 167,940 0 110,275 0 0 \$60,066,556 \$2,032,457 1,972,4507 695,66 0 0 842,901 0 120,102	9,016 -\$2,109 0 -2,109 0 0 0 0 0 0 \$6,326,914 -\$5,025 -5,025 0 0 7,109 0 0 17,885	1.3% -1.2% -1.2% 0.0% 11.8% -0.2% -0.3% 0.0% 5.0%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction 6.1.2 - General Counsel / Legal 6.1.3 - Inspector General 6.1.4 - Administrative Support 6.1.5 - Fleet Services 6.1.6 - Procurement / Contract Administration 6.1.7 - Human Resources 6.1.8 - Communications 6.1.9 - Technology and Information Services 6.2 - Computer/Computer Support	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 \$23,443,340 \$1,935,515 1,879,541 635,452 0 0 750,273 0 0 100,645 0 393,171 0 0	669,661 \$180,324 0 170,049 0 10,275 0 \$53,737,642 \$2,037,482 1,977,482 695,068 0 0 114,341 0 332,281	678,677 \$178,215 0 167,940 0 110,275 0 \$60,066,556 \$2,032,457 1,972,457 695,068 0 0 120,102 314,386 0 0	9,016 -\$2,109 0 -2,109 0 0 0 0 0 0 \$6,28,914 -\$5,025 -5,025 0 0 0 7,109 0 17,109 0 1,17,895 0 0 0	16.3% 1.3% -1.2% -1.2% 0.0% 11.8% -0.2% -0.3% 0.0% 5.0% 5.0% 11.3% 11.3%
4.4 - Other Regulatory and Enforcement Activities 4.5 - Technology and Information Services 5.0 Outreach 5.1 - Water Resource Education 5.2 - Public Information 5.3 - Public Relations 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 5.5 - Other Outreach Activities 5.6 - Technology and Information Services SUBTOTAL - Maior Programs (excluding Management and Administration) 6.0 District Management and Administration 6.1 - Administrative and Operations Support 6.1.1 - Executive Direction 6.1.2 - General Counsel / Legal 6.1.3 - Inspector General 6.1.4 - Administrative Support 6.1.5 - Fleet Services 6.1.6 - Procurement / Contract Administration 6.1.7 - Human Resources 6.1.8 - Communications 6.1.9 - Technology and Information Services 6.2 - Computer/Computer Support 6.3 - Reserves 6.4 - Other - (Tax Collector / Property Appraiser Fees)	316,436 651,072 \$154,303 0 144,918 0 9,385 0 0 \$23,443,340 \$1,935,515 1,879,541 635,452 0 0 0 750,273 0 0 100,645 0 393,171 0 0 55,974	669,661 \$180,324 0 170,049 0 10,275 0 \$53,737,642 \$2,037,482 1,977,482 695,068 0 0 114,341 0 332,281 0 0 60,000	678,677 \$178,215 0 167,940 0 110,275 0 \$60,066,556 \$2,032,457 1,972,457 695,068 0 0 120,102 314,386 0 0 60,000	9,016 -\$2,109 0 -2,109 0 0 0 0 0 0 \$6,28,914 -\$5,025 -5,025 0 0 7,109 0 17,109 0 1,17,895 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	1.3% -1.2% -1.2% 0.0% -1.8% -0.2% -0.3% 0.0% -5.4%

Expenditures by Program	Fiscal Year 2014-15 (Actual-Audited)	Fiscal Year 2015-16 (Current-Amended)	Fiscal Year 2016-17 (Tentative)	Difference in \$ (Current Tentative)	% of Change (Current Tentative)
1.0 Water Resources Planning and Monitoring	\$4,588,035	\$7,097,878	\$7,096,643	-\$1,235	0.0%
2.0 Acquisition, Restoration and Public Works	\$11,988,570	\$38,672,135	\$45,192,383	\$6,520,248	16.9%
3.0 Operation and Maintenance of Lands and Works	\$3,241,158	\$3,905,175	\$3,724,883	-\$180,292	-4.6%
4.0 Regulation	\$3,471,274	\$3,882,130	\$3,874,432	-\$7,698	-0.2%
5.0 Outreach	\$154,303	\$180,324	\$178,215	-\$2,109	-1.2%
6.0 District Management and Administration	\$1,935,515	\$2,037,482	\$2,032,457	-\$5,025	-0.2%

7. Major Use of Funds Variances

1.0 Water Resources Planning and Monitoring (0.0 percent change)

FY 2016-2017 funding is \$7,096,643, a net decrease of \$1,235 from the FY 2015-2016 Current-Amended Budget. This small decrease is attributable to completion of a springs monitoring grant in FY 2015-2016 offset by an increase in Contracted Services to update a regional water supply plan and for MFL activities.

2.0 Acquisition, Restoration and Public Works (16.9 percent increase)

FY 2016-2017 funding is \$45,192,383, a 16.9 percent increase from the FY 2015-2016 Current-Amended Budget. The overall program increase of \$6,520,248 reflects the FY 2016-2017 state appropriation for springs-related projects, including land acquisition, restoration, and protection.

In addition to the state appropriation for new springs projects, the District proposes two projects receive nonrecurring funding. They include \$25,000 for streambank restoration and protection efforts at Seven Runs Park in the Choctawhatchee River WMA and \$500,000 for a grant to assist with a wastewater reuse project within the District's Region III RWSP area. Seven Runs Creek improvements will include the in-house installation of geo-technical bags to create a natural vegetated retaining wall, stormwater improvements, and public access enhancements. The \$500,000 grant is to Bay County for the North Bay Wastewater Reuse project. These funds will help support a collaborative effort on the part of Bay County and Gulf Power Company to install approximately 7.5 miles of reuse line from the North Bay Wastewater Treatment Facility to Gulf Power's Plant Smith facility. This is one component of a major wastewater reuse initiative in the North Bay area intended to enhance the efficient use of water resources and improve the water quality entering St. Andrew Bay, a SWIM priority waterbody.

More than \$31.8 million of Program 2.0 funding is dedicated for springs restoration and protection. The springs funding will support efforts to improve conditions in Wakulla Spring, Jackson Blue Spring, and springs associated with the Econfina Creek and Holmes Creek systems. Planned project activities include land acquisition for springs protection at Jackson Blue Spring, Gainer Springs, and Cypress Spring; springs bank protection and habitat restoration along Econfina and Holmes creeks; implementation of agricultural best management practices for water quality improvement and water conservation; and grant funding to help local governments connect areas now served by septic systems to central sewer systems. Additionally, other Program 2 activities for water supply development grants, watershed restoration, and wetland mitigation projects will continue in FY 2016-2017.

Program 2.0 is also comprised of the renovation budget regarding District facilities. In FY 2014-2015, funds were provided to update and expand the District's Lands Division forestry operations field office in Youngstown. This expansion enabled the District to close the Marianna field office at the beginning of FY 2015-2016. Through an agreement with Jackson County, the new owner of the Marianna building, the District is able to maintain an office, vehicle parking, and temporary parking for trailerable

equipment to expedite work on projects in the Jackson and Calhoun county area. By having completed substantial renovations over the past several years, the FY 2016-2017 Tentative Budget is reduced by \$140,000 for a remaining renovation budget of \$100,000.

3.0 Operation and Maintenance of Lands and Works (4.6 percent decrease)

This program's FY 2016-2017 Tentative Budget is \$3,724,883, a reduction of \$180,292 or 4.6 percent from the FY 2015-2016 Current-Amended Budget. Activities include Land Management, Works, Facilities, Fleet Services, and IT operations that support this program. Land Management represents 76.8 percent of the program's budget to restore, improve, protect, and maintain more than 200,000 acres of District-owned land. Salaries and Benefits followed by Operating Expenses continue to be the significant drivers of expenditures in comparison to Fixed Capital Outlay, which can vary significantly from year to year.

Facilities mentioned above consist of the operations and maintenance budget for administrative buildings and grounds. Funds provide for building security, janitorial services, utilities, building insurance, phone service, generator use, and building and shop supplies. In particular, funds cover maintenance and repair costs for buildings, grounds, and electrical and plumbing needs. A replacement plan for the District Headquarters' 13 central air conditioning/heating units was implemented in FY 2015-2016 and includes the potential replacement of four units in FY 2016-2017.

4.0 Regulation (0.2 percent decrease)

This program's FY 2016-2017 Tentative Budget is \$3,874,432, a reduction of \$7,698 or 0.2 percent from the FY 2015-2016 Current-Amended Budget. This small decrease is due primarily to a \$53,932 reduction in Contracted Services for banking expenses related to online payments offset by an increase in Operating Expenses of \$16,966 mainly for IT equipment, software, and supplies as well as an increase in Operating Capital Outlay of \$34,030. The OCO increase is a combination of \$52,000 added to replace two trucks for well inspectors and a reduction of \$17,970 in computer hardware.

The Regulatory Services Division uses the e-Permitting and e-Regulatory database system in the Environmental Resource Permitting (ERP) and Water Use Permitting (WUP) program and the Water Well Construction and Contractor e-Permitting program. The Water Well Construction Permitting program is scheduled to begin using the e-Permitting system by mid-2017.

5.0 Outreach (1.2 percent decrease)

This program's FY 2016-2017 Tentative Budget is \$178,215, a reduction of \$2,109 or 1.2 percent from the FY 2015-2016 Current-Amended Budget. This program funds a Communications Director and Communications Specialist as well as operational expenses for conducting the outreach efforts of the District. Personnel costs decreased slightly and some operating expenses were reduced to better align with historical spending patterns.

6.0 District Management and Administration (0.2 percent decrease)

This program's FY 2016-2017 Tentative Budget is \$2,032,457, a reduction of \$5,025 or 0.2 percent from the FY 2015-2016 Current-Amended Budget. This program funds the Governing Board, Executive Director, Information Technology, Human Resources, and Finance functions of the District. The reduction is mainly the net change of an increase in salary and benefit adjustments offset by a larger decrease in Districtwide computer hardware needs.

<u>Districtwide Information Technology (1.3 percent increase)</u>

The District is proposing expenditures of \$1,929,434 for IT in the FY 2016-2017 Tentative Budget, which is \$25,353 or 1.3 percent more than budgeted in the FY 2015-2016 Current-Amended Budget. The District's IT efforts in FY 2016-2017 will primarily focus on maintenance and support to provide solutions that meet the business needs of the organization. Hardware and software will be maintained or replaced to ensure capacity, performance, and adherence to support requirements. The small change in IT's budget is a net increase of higher online data service charges associated with greater bandwidth needs and in maintenance agreements from related software purchases offset by savings attributable to e-Permitting and e-Regulatory applications that became operational in FY 2015-2016.

It should be noted that IT's budget is shown in activities across programs allocated by either direct usage of specific technologies or for shared technology resources by percentage based on the number of computers each division uses. The FY 2016-2017 allocation for selected IT resources is set at 16.0 percent for Regulatory Services specific to ERP operations, 17.7 percent for other Regulatory Services operations, 25.2 percent for Water Resources Planning and Monitoring, 2.5 percent for mitigation-related assistance, 16.8 percent for Operations and Maintenance of Lands and Works, and 21.8 percent for District Management and Administration.

8. Preliminary to Tentative Comparison

According to section 373.536(5), F.S., the Executive Office of the Governor may approve or disapprove, in whole or in part, the District's budget. Additionally, any individual variances in a District's Tentative Budget in excess of 25 percent from the District's Preliminary Budget may be rejected by the Legislative Budget Commission. Written disapproval of any provision in the Tentative Budget is to be provided to the District at least five business days before the District's final budget adoption hearing scheduled in September, and must be excluded from the final budget.

Below is a summary of variances by program area. The FY 2016-2017 Tentative Budget for Program 2.0 Acquisition, Restoration and Public Works exceeds the FY 2016-2017 Preliminary Budget by \$24,945,950, or by 123.2 percent.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PRELIMINARY AND TENTATIVE BUDGET COMPARISON TENTATIVE BUDGET - Fiscal Year 2016-2017

	_	scal Year 2016-17 reliminary Budget	l	scal Year 2016-17 Tentative Budget	Difference in \$ (Tentative - Preliminary)	% of Change (Tentative - Preliminary)
1.0 Water Resources Planning and Monitoring	\$	6,614,644	\$	7,096,643	\$ 481,999	7.3%
2.0 Acquisition, Restoration and Public Works	\$	20,246,433	\$	45,192,383	\$ 24,945,950	123.2%
3.0 Operation and Maintenance of Lands and Works	\$	3,728,521	\$	3,724,883	\$ (3,638)	-0.1%
4.0 Regulation	\$	3,833,353	\$	3,874,432	\$ 41,079	1.1%
5.0 Outreach	\$	175,760	\$	178,215	\$ 2,455	1.4%
6.0 District Management and Administration	\$	2,102,117	\$	2,032,457	\$ (69,660)	-3.3%
TOTAL	\$	36,700,828	\$	62,099,013	\$ 25,398,185	69.2%

Program 2.0 encompasses multiple activities focused on protecting and restoring water resources, including land acquisition, water resource and supply development, and surface water projects. Adjustments were made to the Tentative Budget after finalizing the Preliminary Budget due to recent updates on project activity and expenditure projections for the remainder of FY 2015-2016. These adjustments include carrying forward the use of reserves of \$1.3 million for water supply development assistance grants as well as state appropriations from prior years in the amounts of:

- \$3.8 million for Wakulla Spring protection and restoration activities.
- \$2.7 million for land acquisition and related expenses for springs protection and restoration.
- \$821,022 for Jackson Blue Spring Agricultural BMP funds.
- \$447,500 for other acquisition and restoration activities related to springs and streambank projects (Live Oak, Hightower, Spurling, and Cotton landings and Devil's Hole Spring).
- \$247,692 from the National Fish and Wildlife Foundation's Gulf Environmental Benefit Fund to update watershed management plans for the entirety of northwest Florida.
- \$215,811 for the Claiborne aguifer investigation project.

Additionally, the District budgeted new state funding from the Land Acquisition Trust Fund of \$15,338,200 anticipated to be approved by DEP in FY 2016-2017 for springs protection and restoration efforts.

A. Program Definitions, Descriptions and Budget

The following section provides definitions and descriptions by program as previously defined by the EOG. Each program has five segments, including Program Definitions; District Definitions; Changes and Trends; Major Budget Items; and Budget Variances. It should be noted that the budget variances segment compares the FY 2015-2016 Current-Amended with the FY 2016-2017 Tentative Budget.

Programs with minor variances are generally considered to be within an allowable margin and do not include a detailed explanation. A more detailed description is provided for programs with a significant budget variance. There are numerous variances resulting from the reallocation of staff resources and expenditures across program areas to more accurately align costs and provide resources for priority activities. Personnel information for all six program areas is also summarized on the following pages.

Due to a relatively low ad valorem millage rate and subsequently small amount of revenue collected in proportion to the total budget, it is necessary for the District to use all sources of revenue to fund the administrative support activities. All program activities that have Salaries and Benefits in their budget transfer a portion of the revenue collected to the administrative activities. The transfers-out, if presented in the budget, would overstate the requested expenditure budget as they provide authority for the transfer of cash from one fund to another. For the same reason, the transfers-in are not presented in the budget as they are revenue received by another fund being transferred to the General Fund. Including the transfers-in would overstate the available resources of the District.

Because of the required transfers, the revenue and expenditures presented in the following program and activity spreadsheets will not be balanced. Programs transferring funds out will have higher revenue receipts than the expenditure budget and programs receiving the transfer will show lower revenue than the expenditure budget. No revenue will appear in the following charts for activities funded totally by transfers.

Expenditure Category	<u>Budget</u>	<u>Funds</u>	<u>Difference</u>
Salaries and Benefits	8,356,900	7,406,544	(950,356)
Other Personal Services	354,920	341,830	(13,090)
Contracted Services	7,647,839	7,470,287	(177,552)
Operating Expenses	2,636,832	2,109,450	(527,382)
Operating Capital Outlay	626,666	626,666	0
Fixed Capital Outlay	10,619,068	10,619,068	0
Interagency Expenditures			
(Cooperative Funding)	31,856,788	31,856,788	0
Interagency Transfers	0	1,668,380	1,668,380
Total	62,099,013	62,099,013	0

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

ALL PROGRAMS

	Fi	scal Year 2012-13	Fis	scal Year 2013-14	Fi	Fiscal Year 2014-15 F		Fiscal Year 2015-16		Fiscal Year 2016-17		Difference in \$	% of Change	
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cı	urrent Tentative)	(Current	Tentative)
1.0 Water Resources Planning and Monitoring	\$	2,469,337	\$	3,733,756	\$	4,588,035	\$	7,097,878	\$	7,096,643	\$	(1,235)		0.0%
2.0 Acquisition, Restoration and Public Works	\$	2,745,571	\$	9,440,282	\$	11,988,570	\$	38,672,135	\$	45,192,383	\$	6,520,248		16.9%
3.0 Operation and Maintenance of Lands and Works	\$	2,765,509	\$	2,862,776	\$	3,241,158	\$	3,905,175	\$	3,724,883	\$	(180,292)		-4.6%
4.0 Regulation	\$	2,968,755	\$	3,244,518	\$	3,471,274	\$	3,882,130	\$	3,874,432	\$	(7,698)		-0.2%
5.0 Outreach	\$	121,091	\$	135,950	\$	154,303	\$	180,324	\$	178,215	\$	(2,109)		-1.2%
6.0 District Management and Administration	\$	1,900,404	\$	2,409,366	\$	1,935,515	\$	2,037,482	\$	2,032,457	\$	(5,025)		-0.2%
TOTAL	. \$	12.970.667	\$	21.826.648	\$	25.378.855	\$	55.775.124	\$	62.099.013	\$	6.323.889		11.3%

	Fis	scal Year 2012-13	Fis	scal Year 2013-14	Fi	iscal Year 2014-15	Fi	scal Year 2015-16	Fi	scal Year 2016-17		Difference in \$	% of Change
		(Actual-Audited)	(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(C	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	7,026,076	\$	7,613,198	\$	7,994,942	\$	8,370,365	\$	8,356,900	\$	(13,465)	-0.2%
Other Personal Services	\$	155,602	\$	248,761	\$	270,647	\$	359,720	\$	354,920	\$	(4,800)	-1.3%
Contracted Services	\$	2,683,297	\$	3,473,909	\$	3,538,455	\$	7,960,282	\$	7,647,839	\$	(312,443)	-3.9%
Operating Expenses	\$	2,036,653	\$	2,104,691	\$	2,027,368	\$	2,812,876	\$	2,636,832	\$	(176,044)	-6.3%
Operating Capital Outlay	\$	228,632	\$	506,167	\$	688,610	\$	777,774	\$	626,666	\$	(151,108)	-19.4%
Fixed Capital Outlay	\$	47,587	\$	937,153	\$	1,331,788	\$	5,785,068	\$	10,619,068	\$	4,834,000	83.6%
Interagency Expenditures (Cooperative Funding)	\$	792,820	\$	6,942,769	\$	9,527,045	\$	29,709,039	\$	31,856,788	\$	2,147,749	7.2%
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL	\$	12,970,667	\$	21,826,648	\$	25,378,855	\$	55,775,124	\$	62,099,013	\$	6,323,889	11.3%

SOURCE OF FUNDS

Fiscal Year 2016-17

	Di	strict Revenues	Fund Balance	Debt	Local Revenues	State Revenues	F	ederal Revenues	TOTAL
Salaries and Benefits	\$	2,363,630	\$ 15,000	\$ -	\$ -	\$ 4,297,432	\$	730,482	\$ 7,406,544
Other Personal Services	\$	50,188	\$ -	\$ -	\$ -	\$ 291,642	\$	-	\$ 341,830
Contracted Services	\$	736,456	\$ 528,798	\$ -	\$ -	\$ 4,056,265	\$	2,148,768	\$ 7,470,287
Operating Expenses	\$	1,199,631	\$ 61,536	\$ -	\$ -	\$ 848,283	\$	-	\$ 2,109,450
Operating Capital Outlay	\$	208,548	\$ 40,185	\$ -	\$ 96,531	\$ 281,402	\$	-	\$ 626,666
Fixed Capital Outlay	\$	75,000	\$ 194,499	\$ -	\$ -	\$ 10,349,569	\$	-	\$ 10,619,068
Interagency Expenditures (Cooperative Funding)	\$	630,879	\$ 9,463,209	\$ -	\$ -	\$ 21,762,700	\$		\$ 31,856,788
Debt	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Intra-agency Transfers	\$	833,638	\$ 240,204	\$ -	\$ 45,886	\$ 548,652	\$	-	\$ 1,668,380
Reserves - Emergency Response	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
TOTAL	\$	6,097,970	\$ 10,543,431	\$ -	\$ 142,417	\$ 42,435,945	\$	2,879,250	\$ 62,099,013

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	101.0	\$ 5,742,681	\$ 8,300,119	\$ 56,781	\$ 8,356,900
Other Personal Services	9.4	\$ 285,012	\$ 354,920	\$ -	\$ 354,920
Contracted Services	-	\$ -	\$ 5,143,892	\$ 2,503,947	\$ 7,647,839
Operating Expenses			\$ 2,546,136	\$ 90,696	\$ 2,636,832
Operating Capital Outlay			\$ 367,666	\$ 259,000	\$ 626,666
Fixed Capital Outlay			\$ 10,000	\$ 10,609,068	\$ 10,619,068
Interagency Expenditures (Cooperative Funding)			\$ 193,125	\$ 31,663,663	\$ 31,856,788
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 16,915,858	\$ 45,183,155	\$ 62,099,013

WORKFORCE

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17

WORKFORCE CATEGORY			Fiscal Year			(Amended - 2015-2016 to	,
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Difference	% Change
Authorized Positions	105.0	101.0	101.0	101.0	101.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	15.0	10.4	9.4	9.4	9.4	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	120.0	111.4	110.4	110.4	110.4	0.0	0.00%

Northwest Florida Water Management District NEW ISSUES - REDUCTION SUMMARY Fiscal Year 2016-17 Tentative Budget - August 1, 2016

	1.0 Water Resources Planning and Monitoring	2.0 Acquisition, Restoration and Public Works	3.0 Operation and Maintenance of Lands and Works	4.0 Regulation	5.0 Outreach	6.0 District Management and Administration	TOTAL
		F	Reductions				
Salaries and Benefits	218,057	74,554	30,666	45,769	3,942	22,899	395,887
Other Personal Services	0	4,957	0	7,247	0	0	12,204
Contracted Services	471,700	759,161	121,507	63,465	5,225	6,000	1,427,058
Operating Expenses	27,396	105,191	291,089	4,582	1,619	23,171	453,048
Operating Capital Outlay	113,249	1,333	84,479	17,970	0	12,577	229,608
Fixed Capital Outlay	0	2,536,000	40,000	0	0	0	2,576,000
Interagency Expenditures (Cooperative Funding)	0	7,878,844	0	0	0	0	7,878,844
Reserves - Emergency Response	0	0	0	0	0	0	0
	830,402	11,360,040	567,741	139,033	10,786	64,647	

		1	New Issues				
Salaries and Benefits	199,398	32,505	68,325	48,254	3,452	30,488	382,422
Other Personal Services	4,338	1,189	1,594	0	0	283	7,404
Contracted Services	540,121	423,757	127,061	9,533	0	14,143	1,114,615
Operating Expenses	85,310	21,244	128,969	21,548	5,225	14,708	277,004
Operating Capital Outlay	0	0	26,500	52,000	0	0	78,500
Fixed Capital Outlay	0	7,375,000	35,000	0	0	0	7,410,000
Interagency Expenditures (Cooperative Funding)	0	10,026,593	0	0	0	0	10,026,593
Reserves - Emergency Response	0	0	0	0	0	0	0
	829,167	17,880,288	387,449	131,335	8,677	59,622	

	1.0 Water Resources Planning and Monitoring	2.0 Acquisition, Restoration and Public Works	3.0 Operation and Maintenance of Lands and Works	4.0 Regulation	5.0 Outreach	6.0 District Management and Administration	TOTAL
		NE	T CHANGE				
Salaries and Benefits	(18,659)	(42,049)	37,659	2,485	(490)	7,589	(13,465)
Other Personal Services	4,338	(3,768)	1,594	(7,247)	0	283	(4,800)
Contracted Services	68,421	(335,404)	5,554	(53,932)	(5,225)	8,143	(312,443)
Operating Expenses	57,914	(83,947)	(162,120)	16,966	3,606	(8,463)	(176,044)
Operating Capital Outlay	(113,249)	(1,333)	(57,979)	34,030	0	(12,577)	(151,108)
Fixed Capital Outlay	0	4,839,000	(5,000)	0	0	0	4,834,000
Interagency Expenditures (Cooperative Funding)	0	2,147,749	0	0	0	0	2,147,749
Reserves - Emergency Response	0	0	0	0	0	0	0
	(1,235)	6,520,248	(180,292)	(7,698)	(2,109)	(5,025)	6,323,889

Water Resources Planning and Monitoring (Program 1.0)

This program area includes all water management planning, including water supply planning; other water resources planning; development of MFLs; research, data collection, analysis and monitoring; and technical assistance including local and regional plan and program reviews.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

1.0 Water Resources Planning and Monitoring

	 al Year 2012-13 Actual-Audited)	_	scal Year 2013-14 (Actual-Audited)	Fiscal Year 2014-1 (Actual-Audited)		Fiscal Year 2015-16 (Current-Amended)	Fiscal Year 2016-17 (Tentative)	Difference in \$ (Current Tentative)	% of Change (Current Tentative)
Salaries and Benefits	\$ 1,360,739	\$	1,632,804	\$ 1,878,63	1	\$ 2,060,849	\$ 2,042,190	\$ (18,659)	-0.9%
Other Personal Services	\$ 19,281	\$	12,702	\$ 20,25	1	\$ 20,529	\$ 24,867	\$ 4,338	21.1%
Contracted Services	\$ 826,050	\$	1,614,610	\$ 1,991,05	5	\$ 4,222,341	\$ 4,290,762	\$ 68,421	1.6%
Operating Expenses	\$ 179,668	\$	236,421	\$ 253,27	7	\$ 370,529	\$ 428,443	\$ 57,914	15.6%
Operating Capital Outlay	\$ 83,599	\$	187,219	\$ 411,98	4	\$ 373,630	\$ 260,381	\$ (113,249)	-30.3%
Fixed Capital Outlay	\$	\$	-	\$ -		\$ -	\$ -	\$ -	
Interagency Expenditures (Cooperative Funding)	\$ -	\$	50,000	\$ 32,83	7	\$ 50,000	\$ 50,000	\$ -	0.0%
Debt	\$ -	\$	-	\$ -		\$ -	\$ -	\$ -	
Reserves - Emergency Response	\$ -	\$	-	\$ -		\$ -	\$ -	\$ -	
TOTAL	\$ 2,469,337	\$	3,733,756	\$ 4,588,03	5	\$ 7,097,878	\$ 7,096,643	\$ (1,235)	0.0%

SOURCE OF FUNDS

Fiscal Year 2016-17

	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	F	ederal Revenues	TOTAL
Salaries and Benefits	\$ -	\$ 15,000	\$ -	\$ -	\$ 1,613,540	\$	413,650	\$ 2,042,190
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$ 24,867	\$	-	\$ 24,867
Contracted Services	\$ -	\$ 528,798	\$ -	\$ -	\$ 1,613,196	\$	2,148,768	\$ 4,290,762
Operating Expenses	\$ -	\$ 21,536	\$	\$	\$ 406,907	\$		\$ 428,443
Operating Capital Outlay	\$ -	\$ 15,000	\$ -	\$ 96,531	\$ 148,850	\$	-	\$ 260,381
Fixed Capital Outlay	\$ -	\$ -	\$	\$	\$ -	\$		\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$	-	\$ 50,000
Debt	\$ -	\$ -	\$	\$	\$ -	\$		\$ -
Reserves - Emergency Response	\$ -	\$ -	\$	\$	\$ -	\$		\$ -
TOTAL	\$ -	\$ 762,970	\$ -	\$ 142,417	\$ 4,076,115	\$	2,562,418	\$ 7,543,920

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)		TOTAL
Salaries and Benefits	22.0	\$ 1,439,142	\$ 2,015,746	\$	26,444	\$ 2,042,190
Other Personal Services	1.5	\$ 23,025	\$ 24,867	\$	-	\$ 24,867
Contracted Services	-	\$ -	\$ 3,168,043	\$	1,122,719	\$ 4,290,762
Operating Expenses			\$ 413,107	\$	15,336	\$ 428,443
Operating Capital Outlay			\$ 196,381	\$	64,000	\$ 260,381
Fixed Capital Outlay			\$	\$	-	\$ -
Interagency Expenditures (Cooperative Funding)			\$ 50,000	\$	-	\$ 50,000
Debt			\$ -	\$	-	\$ -
Reserves - Emergency Response			\$ -	\$	-	\$ -
TOTAL			\$ 5,868,144	\$	1,228,499	\$ 7,096,643

WORKFORCE

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17

WORKFORCE CATEGORY			(Amended Tentative) 2015-2016 to 2016-2017				
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Difference	% Change
Authorized Positions	19.0	21.0	21.0	21.0	22.0	1.0	4.8%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	4.0	1.5	1.0	1.0	1.5	0.5	50.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	23.0	22.5	22.0	22.0	23.5	1.5	6.82%

Changes and Trends

The District will continue the development of MFLs for northwest Florida that began in FY 2012-2013. The increases in staffing and Other Personal Services beginning in FY 2014-2015 also reflect the Districtwide Water Supply Assessment (WSA) and Region II RWSP updates and continued support for springs and Gulf of Mexico restoration activities. The overall increases in Other Personal Services, Contracted Services, and Operating Expenses primarily reflect Risk MAP modeling tasks for FEMA projects, additional springs and MFL monitoring activities, contractor assistance for MFL development, and information technology services to implement program activities. MFL development and FEMA technical assistance projects will continue to comprise large portions of this program, with budgets that will vary from year-to-year based on work accomplished and the cyclical nature of the work products.

Budget Variances

The total budget for this program remains relatively unchanged from the previous fiscal year. Other Personal Services increased by \$4,338 or 21.1 percent to support staff efforts on the WSA and Region II RWSP updates and expanded support for prioritizing watershed restoration projects associated with the federal RESTORE Act. Operating Expenses increase by 15.6 percent to reflect more monitoring and MFL development activities while Operating Capital Outlay decreases by 30.3 percent from the completion of a springs monitoring grant.

Major Budget Items

Contracted Services of \$4,290,762 makes up more than half (60.5 percent) of the budget for this program, followed by Salaries and Benefits of \$2,042,190. Contracted Services includes management consultant activity for FEMA Risk MAP projects, MFL development, the WSA and Region II RWSP updates. Salaries and Benefits budget covers several major activities conducted by the District such as MFL development, water supply planning, watershed planning, and technical assistance. About half (52.6 percent or \$225,382) of the Operating Expenses represent the program's share of licensing, software maintenance, and other information technology services necessary for program activities.

Northwest Florida Water Management District

REDUCTIONS - NEW ISSUES

1.0 Water Resources Planning and Monitoring Fiscal Year 2016-17

Tentative Budget - August 1, 2016

FY 2015-16 Budget (Amended)	22.00	\$ 7,097,878
,	22.00	Ψ 1,001,010
Reductions		
Issue Description Issue Amount	Workforce	Category Subtotal
Salaries and Benefits		218,057
Reduce Level of Effort for Apalachicola Chattahoochee Flint (ACF) Coordination and Litigation Support 81,254		
2 Completion of Preliminary Federal Emergency Management Agency (FEMA) Activities 74,127		
Distribution of labor costs among activities and programs, and removal of excess budget 62,676		
Other Personal Services		
Contracted Services		471,700
Completion of Department of Environmental Protection (DEP) springs grant tasks and FEMA Activities 471,700		
Operating Expenses		27,396
Fuel, staff travel, general postage, cell phones, photographic and field supplies, continuing education, and repair and maintenance of copiers and vehicles		
6 Staff travel related to completion of preliminary FEMA activities 8,200		
7 Reallocation of general operating costs among IT projects 2,445		
Operating Capital Outlay		113,249
Completion of DEP springs grant tasks and reductions in 8 monitoring equipment for Minimum Flows and Minimum Water 96,775 Levels (MFLs) and data collection		
9 Reprioritization of existing IT budget across programs 16,474		
Fixed Capital Outlay		-
Interagency Expenditures (Cooperative Funding)		-
Reserves		-
TOTAL REDUCTIONS	0.00	830,402

Northwest Florida Water Management District

REDUCTIONS - NEW ISSUES

1.0 Water Resources Planning and Monitoring Fiscal Year 2016-17

Tentative Budget - August 1, 2016

FY 2015-16 Budget (Ame	nded)	22.00	\$	7,097,878
New Issues	iucuj	22.00	Ψ	7,037,070
	\mount	Workforce	Caten	ory Subtotal
Salaries and Benefits	AITIOUITE	1.00	Caley	199,398
T	61,268	1.00		199,390
1 Distribution of labor costs among activities and programs				
2 Staff time for new FEMA grant 3 Shifted labor costs among activities and programs for Water	42,648			
3 Supply Assessment (WSA) - Region II Plan Update	37,376			
Shifted labor costs among activities and programs to support	36,427			
increased project development				
5 Staff time for New Shoal River MFL	18,067			
6 Salary, tax, and benefit adjustments for IT Bureau	3,612	0.50		4 220
Other Personal Services Distribution of labor costs among activities and programs and		0.50		4,338
7 inclusion of bonus allocation	4,338			
Contracted Services				540,121
	050 400			
8 Monitor well construction and technical assessments for MFLs	353,180			
Assistance with WSA - Region II Plan Update; Department of				
9 Agriculture and Consumer Services (DACS) agricultural irrigated	174,000			
lands project 10 Activities for hydrologic monitoring program	6,270			
11 Reallocation of IT budget across programs		•		
Land a supplified and supplied and a supplied and a supplied for IT	5,410			
12 Legal counsel for review of contracts and agreements for II	1,261			
Operating Expenses				85,310
13 Reprioritization of existing IT budget across programs	42,301			
14 Reallocation of Ethernet expenses across all IT projects	31,938			
Postage budget from Division of Administration, training, travel,				
copier rent, repair and maintenance and parts for field equipment, vehicles, and watercraft, and office supplies for FEMA community	8,180			
meetings				
Distribution of insurance, licenses and certificates, GPS tracking		,		
16 for vehicles and boats to Resource Management Division from	2,891			
Division of Administration				
Operating Capital Outlay				-
Fixed Capital Outlay				-
Interagency Expenditures (Cooperative Funding)				-
Reserves				-
TOTAL NEW IS	SSUES	1.50		829,167
1.0 Water Resources Planning and Monitoring				
Total Workforce and Tentative Budget for FY 2016-17		23.50	\$	7,096,643

District Water Management Planning (Activity 1.1)

The District's Strategic Water Management Plan is the Districtwide planning document developed pursuant to section 373.036, F.S. The document encompasses all other levels of water management planning that include, but are not limited to, local and regional water management and water supply planning, MFLs, watershed planning, and other long-term water resource planning efforts.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17
TENTATIVE BUDGET - Fiscal Year 2016-2017

1.1 District Water Management Planning

	Fis	scal Year 2012-13	Fis	cal Year 2013-14	Fi	iscal Year 2014-15	Fi	Fiscal Year 2015-16		iscal Year 2016-17	Difference in \$		% of Change
		(Actual-Audited)	(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(C	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	434,816	\$	1,036,165	\$	1,009,323	\$	1,036,058	\$	1,019,784	\$	(16,274)	-1.6%
Other Personal Services	\$	8,965	\$	5,509	\$	11,618	\$	10,537	\$	14,731	\$	4,194	39.8%
Contracted Services	\$	77,679	\$	378,793	\$	626,205	\$	1,218,900	\$	1,744,880	\$	525,980	43.2%
Operating Expenses	\$	15,002	\$	25,100	\$	20,113	\$	42,576	\$	42,385	\$	(191)	-0.4%
Operating Capital Outlay	\$	27,366	\$	62,914	\$	39,524	\$	30,000	\$	15,000	\$	(15,000)	-50.0%
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Interagency Expenditures (Cooperative Funding)	\$	-	\$	50,000	\$	32,837	\$	50,000	\$	50,000	\$	-	0.0%
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL	\$	563,828	\$	1,558,481	\$	1,739,620	\$	2,388,071	\$	2,886,780	\$	498,709	20.9%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ 692,519	\$ -	\$ -	\$ 2,416,478	\$ -	\$ 3,108,997

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating Non-operating	
	(Recurring - all revenues) (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,004,784 \$ 15,000	\$ 1,019,784
Other Personal Services	\$ 14,731 \$ -	\$ 14,731
Contracted Services	\$ 1,448,161 \$ 296,719	\$ 1,744,880
Operating Expenses	\$ 34,699 \$ 7,686	\$ 42,385
Operating Capital Outlay	\$ 15,000 \$ -	\$ 15,000
Fixed Capital Outlay	- \$	\$ -
Interagency Expenditures (Cooperative Funding)	\$ 50,000 \$ -	\$ 50,000
Debt	- \$	\$ -
Reserves - Emergency Response	\$ - \$	\$ -
TOTAL	\$ 2,567,375 \$ 319,405	\$ 2,886,780

Changes and Trends

The changes and trends for water management planning reflect those described above for Program 1.0: continuing efforts to develop MFLs for northwest Florida that began in FY 2012-2013; technical assistance for the state's efforts with respect to the ACF interstate basin; updates to the WSA and Region II RWSP; and watershed planning in support of the state's RESTORE Act effort as well as project planning in support of other restoration efforts.

Budget Variances

The primary increases reflected in the table are for Contracted Services (43.2 percent) and Other Personal Services (39.8 percent). The increase in Contracted Services is for continued implementation of priority MFL projects, including a newly initiated Shoal and Lower Yellow River MFL project, and support for five-year updates to the WSA and Region II RWSP. Increases in Other Personal Services reflect reallocation of part-time staff to assist with these efforts. Decreases in Operating Capital Outlay reflect successful installation of monitoring equipment for MFL development and springs.

Major Budget Items

Major budget items in this activity are Contracted Services for consultant services (\$1,744,880) followed by Salaries and Benefits (\$1,019,784) for MFLs, water supply planning, and watershed planning. Contracted Services includes surveying, well drilling, data collection, hydrologic modeling, and technical assessments for priority MFL waterbodies. This category also includes consultants to assist with resource evaluations for the WSA and Region II RWSP update. Additionally, funding is budgeted for a collaborative agriculture irrigation land use project with USGS and DACS.

Water Supply Planning (Subactivity 1.1.1)

The purpose of this activity is to quantify existing and reasonably anticipated water supply needs and sources, and to maximize the beneficial use of those sources for people and natural systems. This includes WSAs developed pursuant to section 373.036, F.S., and RWSPs developed pursuant to section 373.709, F.S.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

1.1.1 Water Supply Planning

	Fis	scal Year 2012-13	Fis	scal Year 2013-14	Fi	scal Year 2014-15	Fi	scal Year 2015-16	Fis	scal Year 2016-17		Difference in \$	% of Change
		(Actual-Audited)	((Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cı	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	134,036	\$	100,700	\$	60,233	\$	79,169	\$	115,515	\$	36,346	45.9%
Other Personal Services	\$	6,406	\$	2,583	\$	10	\$	2,386	\$	2,818	\$	432	18.1%
Contracted Services	\$	403	\$	43,408	\$		\$	1,000	\$	175,000	\$	174,000	17400.0%
Operating Expenses	\$	1,160	\$	1,744	\$	556	\$	2,700	\$	2,800	\$	100	3.7%
Operating Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Fixed Capital Outlay	\$	-	\$	-	\$		\$	-	\$	•	\$	-	
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL	\$	142,005	\$	148,435	\$	60,799	\$	85,255	\$	296,133	\$	210,878	247.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ 94,650	\$ -	\$ -	\$ 227,276	\$ -	\$ 321,926

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating Non-operating		
	(Recurring - all revenues) (Non-recurring - all revenues)		TOTAL
Salaries and Benefits	\$ 115,515 \$	\$	115,515
Other Personal Services	\$ 2,818 \$	\$	2,818
Contracted Services	\$ 1,000 \$ 174,0	0 \$	175,000
Operating Expenses	\$ 2,700 \$	0 \$	2,800
Operating Capital Outlay	\$ - \$	\$	-
Fixed Capital Outlay	\$ - \$	\$	-
Interagency Expenditures (Cooperative Funding)	\$ - \$	\$	-
Debt	- \$	\$	-
Reserves - Emergency Response	\$ - \$	\$	-
TOTAL	\$ 122,033 \$ 174,*	0 \$	296,133

Changes and Trends

Expenditures for water supply planning vary over a five-year period to reflect the cyclical statutory and rule requirements for updating assessments and plans. Increases in FY 2015-2016 and FY 2016-2017 reflect initiation and implementation of updates for both the Districtwide WSA and Region II RWSP.

Budget Variances

Increased expenditures for Contracted Services (17,400.0 percent), Salaries and Benefits (45.9 percent) and Other Personal Services (18.1 percent) reflect continued implementation of the Districtwide WSA and initiation of the Region II RWSP update. The increase in Contracted Services is for consultants to assist with resource evaluations for the WSA and Region II RWSP update and for a collaborative agriculture irrigation land use project with USGS and DACS.

Major Budget Items

Contracted Services and Salaries and Benefits make up the majority of this activity at \$175,000 and \$115,515, respectively. Areas of focus include continuation of the WSA, initiation of an update to the Region II RWSP, and developing an annual water use report. The District continues to provide water use data collection and analysis to support reporting on important statewide water use metrics, technical assistance to DACS for updates to the Florida Statewide Agricultural Irrigation Demand estimates, and identification of emerging water supply opportunities. Additionally, a nonrecurring data collection project in northern Escambia and Santa Rosa counties with USGS and DACS is planned to provide better information on agricultural irrigation in these areas to assist in future water supply estimates and projections.

Minimum Flows and Minimum Water Levels (Subactivity 1.1.2)

The foundation of the development of minimum surface and groundwater levels and surface water flows is established in section 373.042, F.S., to protect water resources from significant harm.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

1.1.2 Minimum Flows and Minimum Water Levels

	Fis	cal Year 2012-13	Fis	scal Year 2013-14	Fi	scal Year 2014-15	Fi	scal Year 2015-16	Fi	iscal Year 2016-17		Difference in \$	% of Change
		Actual-Audited)	((Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cı	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	138,307	\$	265,291	\$	418,097	\$	388,052	\$	396,167	\$	8,115	2.1%
Other Personal Services	\$	2,245	\$	1,016	\$	391	\$	199	\$	194	\$	(5)	-2.5%
Contracted Services	\$	77,258	\$	335,385	\$	624,507	\$	1,213,200	\$	1,566,380	\$	353,180	29.1%
Operating Expenses	\$	6,706	\$	16,406	\$	6,448	\$	20,350	\$	18,736	\$	(1,614)	-7.9%
Operating Capital Outlay	\$	27,366	\$	62,914	\$	39,524	\$	30,000	\$	15,000	\$	(15,000)	-50.0%
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	=	
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$		
TOTAL	\$	251,882	\$	681,012	\$	1,088,967	\$	1,651,801	\$	1,996,477	\$	344,676	20.9%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ 582,869	\$ -	\$ -	\$ 1,500,000	\$ -	\$ 2,082,869

OPERATING AND NON-OPERATING

	Operating	Non-operating	
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 396,167	\$ -	\$ 396,167
Other Personal Services	\$ 194	\$ -	\$ 194
Contracted Services	\$ 1,443,661	\$ 122,719	\$ 1,566,380
Operating Expenses	\$ 11,150	\$ 7,586	\$ 18,736
Operating Capital Outlay	\$ 15,000	\$ -	\$ 15,000
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 1,866,172	\$ 130,305	\$ 1,996,477

Changes and Trends

The District budget for MFL development has substantially increased from FY 2012-2013 to FY 2016-2017. Increases in Salaries and Benefits and Contracted Services beginning in FY 2014-2015 reflect implementation of assessments for St. Marks River Rise, Wakulla Spring, Sally Ward Spring, the Floridan aquifer in Coastal Region II, Jackson Blue Spring, and, most recently, the Shoal and Lower Yellow River system. During FY 2014-2015 and FY 2015-2016 the District received a total of \$800,770 in DEP springs protection grant funding for hydrologic monitoring of MFL bodies. The grant funding reduced the need for Contracted Services for data collection in those two years. Contractual Services increased in FY 2016-2017 due to additional budget needs for hydrologic monitoring and technical assessments.

Budget Variances

The major decreases in Operating Capital Outlay (50.0 percent) and Operating Expenses (7.9 percent) reflect the completion of the DEP springs monitoring grant. Increases in Contracted Services (29.1 percent) will go toward monitoring well construction and technical assessments for MFL development.

Major Budget Items

The major budget item is Contracted Services (\$1,566,380), which makes up 78.5 percent of the budget for this activity providing services to support MFL data collection and technical assessments. Salaries and Benefits (\$396,167) is the next largest category and covers full-time staff working on MFL development and managing consultant contracts.

Other Water Resources Planning (Subactivity 1.1.3)

This subactivity includes water management planning efforts not otherwise captured above, such as statewide clearinghouse activities, comprehensive planning, SWIM/watershed assessment and plans, project planning, and feasibility studies.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17
TENTATIVE BUDGET - Fiscal Year 2016-2017

1.1.3 Other Water Resources Planning

	Fis	scal Year 2012-13	Fis	scal Year 2013-14	Fi	scal Year 2014-15	Fi	iscal Year 2015-16	Fis	scal Year 2016-17		Difference in \$	% of (Change
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(C	urrent Tentative)	(Current	Tentative)
Salaries and Benefits	\$	162,473	\$	670,174	\$	530,993	\$	568,837	\$	508,102	\$	(60,735)		-10.7%
Other Personal Services	\$	314	\$	1,910	\$	11,217	\$	7,952	\$	11,719	\$	3,767		47.4%
Contracted Services	\$	18	\$	-	\$	1,698	\$	4,700	\$	3,500	\$	(1,200)		-25.5%
Operating Expenses	\$	7,136	\$	6,950	\$	13,109	\$	19,526	\$	20,849	\$	1,323		6.8%
Operating Capital Outlay	\$	-	\$		\$		\$		\$		\$	-		
Fixed Capital Outlay	\$	-	\$	-	\$		\$		\$		\$	-		
Interagency Expenditures (Cooperative Funding)	\$	-	\$	50,000	\$	32,837	\$	50,000	\$	50,000	\$	-		0.0%
Debt	\$	-	\$		\$		\$		\$		\$	-		
Reserves - Emergency Response	\$	-	\$	-	\$		\$		\$		\$	-	•	
TOTAL	\$	169,941	\$	729,034	\$	589,854	\$	651,015	\$	594,170	\$	(56,845)		-8.7%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ 15,000	\$ -	\$ -	\$ 689,202	\$ -	\$ 704,202

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating Non-operating	
	(Recurring - all revenues) (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 493,102 \$ 15,000	\$ 508,102
Other Personal Services	\$ 11,719 \$ -	\$ 11,719
Contracted Services	\$ 3,500 \$ -	\$ 3,500
Operating Expenses	\$ 20,849 \$ -	\$ 20,849
Operating Capital Outlay	\$ - \$	\$ -
Fixed Capital Outlay	\$ - \$	\$ -
Interagency Expenditures (Cooperative Funding)	\$ 50,000 \$ -	\$ 50,000
Debt	\$ - \$	\$ -
Reserves - Emergency Response	\$ - \$	\$ -
TOTAL	\$ 579,170 \$ 15,000	\$ 594,170

Changes and Trends

Planned expenditures for Salaries and Benefits have fluctuated over the last five years to meet both statewide and District priorities. Examples include increased efforts to improve major spring systems and watershed restoration projects and planning pursuant to the federal RESTORE Act at both the regional and local levels. Likewise, the Other Personal Services and Operating Expenses categories have also varied based on these needs. Decreases in FY 2016-2017 reflect reallocation of resources to other programs and activities.

Budget Variances

The primary variances reflected are increases in Other Personal Services (47.4 percent) and Operating Expenses (6.8 percent) to address an increased effort in watershed and project planning and prioritization of office operation costs, respectively. Contracted Services decrease 25.5 percent to align with historical spending patterns. The decrease in Salaries and Benefits (10.7 percent) reflects reallocation of staff hours to Activity 1.1.1 as well as watershed planning efforts funded through a two-year grant to complete SWIM Plan updates under Activity 2.3.

Major Budget Items

The major budget items for FY 2016-2017 include \$508,102 in Salaries and Benefits and \$50,000 in Interagency Expenditures. This funding will support the accomplishment of previously described priorities, including ACF River Basin coordination, project planning and development for watershed and springs protection and interagency RESTORE Act related coordination. Additional activities include development of annual updates to the Consolidated Annual Report, Florida Forever Work Plan, and Strategic Water Management Plan. Interagency expenditures will support funding assistance for local watershed initiatives.

Research, Data Collection, Analysis and Monitoring (Activity 1.2)

This activity supports water management planning, restoration, and preservation efforts including water quality monitoring; data collection; and evaluation and research. More specifically, these activities include operation of the District's ground and surface water monitoring networks; hydrologic data collection for water resources development; special projects performed in cooperation with state and federal agencies, local governments and utilities; and data collection, analysis and monitoring associated with the SWIM program as well as regional water supply planning activities.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

1.2 Research, Data Collection, Analysis and Monitoring

	Fis	cal Year 2012-13	Fis	Fiscal Year 2013-14 F		iscal Year 2014-15	Fi	iscal Year 2015-16	Fi	scal Year 2016-17		Difference in \$	% of Change
		(Actual-Audited)	((Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(C	urrent Tentative)	(Current Tentative
Salaries and Benefits	\$	321,692	\$	341,431	\$	463,575	\$	490,747	\$	503,010	\$	12,263	2.59
Other Personal Services	\$	9,128	\$	7,125	\$	8,633	\$	9,992	\$	10,136	\$	144	1.49
Contracted Services	\$	53,435	\$	88,213	\$	177,993	\$	697,780	\$	235,050	\$	(462,730)	-66.30
Operating Expenses	\$	147,136	\$	140,301	\$	97,206	\$	145,165	\$	140,376	\$	(4,789)	-3.39
Operating Capital Outlay	\$	56,233	\$	87,383	\$	303,546	\$	267,075	\$	185,300	\$	(81,775)	-30.69
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$		\$		\$		
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$		\$	-	\$		
Debt	\$	-	\$		\$	-	\$		\$		\$		
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$		\$		\$		
TOTAL	\$	587,624	\$	664,453	\$	1,050,953	\$	1,610,759	\$	1,073,872	\$	(536,887)	-33.39

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ 65,960	\$ -	\$ 142,417	\$ 892,439	\$ 84,902	\$ 1,185,718

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating	Non-operating	
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 496,231	\$ 6,779	\$ 503,010
Other Personal Services	\$ 10,136	\$ -	\$ 10,136
Contracted Services	\$ 155,050	\$ 80,000	\$ 235,050
Operating Expenses	\$ 140,376	\$	\$ 140,376
Operating Capital Outlay	\$ 121,300	\$ 64,000	\$ 185,300
Fixed Capital Outlay	\$ -	\$	\$
Interagency Expenditures (Cooperative Funding)	\$ -	\$	\$
Debt	\$ -	\$	\$
Reserves - Emergency Response	\$ -	\$	\$ -
TOTAL	\$ 923,093	\$ 150,779	\$ 1,073,872

Changes and Trends

Beginning in FY 2014-2015, total expenditures for this activity increased with the full implementation of the District's MFL program. Contracted Services increased in FY 2015-2016 due to receipt of a DEP grant for enhanced hydrologic and water quality monitoring of Wakulla Spring and Jackson Blue Spring. Operating Capital Outlay decreases in FY 2015-2016 and FY 2016-2017 are due to completion of equipment acquisition for spring basin hydrologic and water quality monitoring and reallocation of equipment costs to Operating Expenses as a result of declines in monitoring and metering equipment prices. Operating Expenses decreased in FY 2014-2015 due to reduced fuel costs as well as reallocation of computer software costs to Activity 1.5. In addition to the reallocation of equipment costs, this category increased again in FY 2015-2016 to accommodate increasing staff travel and vehicle repair and maintenance expenses as well as increased equipment repair and maintenance costs associated with expanded monitoring networks. FY 2015-2016 fuel costs are a significant portion of the increase in Operating Expenses from FY 2014-2015. The decrease in FY 2016-2017 reflects lower costs for fuel and reduced repair costs associated with replacement of two sampling vehicles in FY 2015-2016 and one sampling vehicle in FY 2016-2017.

Budget Variances

The primary variance between FY 2015-2016 and FY 2016-2017 includes a decrease in Contracted Services of 66.3 percent due to completion of the nonrecurring DEP grant for enhanced hydrologic and water quality monitoring as well as a reduction in well drilling contractor services for new monitoring stations. Operating Capital Outlay decreases by 30.6 percent from the completion of monitoring equipment purchases and installation associated with the DEP spring monitoring grant.

Major Budget Items

Salaries and Benefits (\$503,010) is the major budget item followed by Contracted Services (\$235,050), OCO (\$185,300), and Operating Expenses (\$140,376). These provide for the continuation of Districtwide surface water and groundwater monitoring efforts to support MFLs, springs protection, resources assessment, regulatory programs, and emergency management activities.

Technical Assistance (Activity 1.3)

Technical assistance activities include local, state, tribal, and federal planning support, including review of state transportation projects; floodplain management and mapping efforts; assistance to the State Emergency Operations Center; local government comprehensive plan technical assistance; developments of regional impact review; and coastal zone management technical assistance.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

1.3 Technical Assistance

	Fis	cal Year 2012-13	Fis	scal Year 2013-14	Fis	scal Year 2014-15	Fi	scal Year 2015-16	Fis	scal Year 2016-17		Difference in \$	% of Change
		(Actual-Audited)	((Actual-Audited)		(Actual-Audited)	((Current-Amended)		(Tentative)	(C	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	603,758	\$	254,787	\$	265,587	\$	346,545	\$	328,748	\$	(17,797)	-5.1%
Other Personal Services	\$	1,188	\$	68	\$	-	\$	-	\$	-	\$	•	
Contracted Services	\$	694,936	\$	1,139,087	\$	1,149,921	\$	2,272,500	\$	2,271,000	\$	(1,500)	-0.1%
Operating Expenses	\$	15,838	\$	2,545	\$	6,766	\$	29,200	\$	20,300	\$	(8,900)	-30.5%
Operating Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	•	
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$		
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$		
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL	\$	1,315,720	\$	1,396,487	\$	1,422,274	\$	2,648,245	\$	2,620,048	\$	(28,197)	-1.1%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ 4,491	\$ -	\$ -	\$ 209,701	\$ 2,477,516	\$ 2,691,708

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating	Non-operating	
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ \$ 324,083	\$ 4,665	\$ 328,748
Other Personal Services	\$ -	-	\$ -
Contracted Services	\$ 1,525,000	\$ 746,000	\$ 2,271,000
Operating Expenses	\$ 12,650	\$ 7,650	\$ 20,300
Operating Capital Outlay	\$ \$ -	-	\$ -
Fixed Capital Outlay	\$ -	-	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	-	\$ -
Reserves - Emergency Response	\$ -	\$	\$ -
TOTAL	\$ 1,861,733	\$ 758,315	\$ 2,620,048

Changes and Trends

Planned expenditures for this activity have fluctuated over the last five years largely to meet FEMA and regional priorities and work plans. Decreases between FY 2015-2016 and FY 2016-2017 reflect completion of work plan activities.

Budget Variances

The reduction in Contracted Services (0.1 percent) reflects completion of preliminary FEMA mapping projects and associated outreach, the migration to the Flood Risk Information System, and quality control plan development tasks in FY 2015-2016. Likewise, Operating Expenses for travel, office supplies, and continuing education, as well as Salaries and Benefits also decrease (30.5 percent and 5.1 percent, respectively).

Major Budget Items

The Contracted Services budget of \$2,271,000 makes up 86.7 percent of the budget for this activity. Consultants with expertise in a wide range of floodplain mapping activities including mapping needs assessment, project scoping, engineering analysis, floodplain delineation, outreach, GIS and intergovernmental coordination are contracted to assist the District in developing a fully integrated floodplain mapping program. Contracted Services primarily supports continued implementation of the District's flood hazard mapping, assessment and planning initiatives through Risk MAP, and continuation of coastal flood map updates.

Technology and Information Services (Activity 1.5)

This activity includes items associated with technology and information services. Costs include communications; software; computer supplies; computer equipment and other information processing equipment; and Salaries and Benefits associated with database modifications and upgrades.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17
TENTATIVE BUDGET - Fiscal Year 2016-2017 **1.5 Technology and Information Services**

	Fisc	cal Year 2012-13	Fis	scal Year 2013-14	F	iscal Year 2014-15	Fi	iscal Year 2015-16	Fi	iscal Year 2016-17		Difference in \$	% of Change
	(/	Actual-Audited)	(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cı	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	473	\$	421	\$	140,146	\$	187,499	\$	190,648	\$	3,149	1.7%
Other Personal Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Contracted Services	\$	-	\$	8,517	\$	36,936	\$	33,161	\$	39,832	\$	6,671	20.1%
Operating Expenses	\$	1,692	\$	68,475	\$	129,192	\$	153,588	\$	225,382	\$	71,794	46.7%
Operating Capital Outlay	\$	-	\$	36,922	\$	68,914	\$	76,555	\$	60,081	\$	(16,474)	-21.5%
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	·
TOTAL	\$	2,165	\$	114,335	\$	375,188	\$	450,803	\$	515,943	\$	65,140	14.4%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ -	\$ -	\$ -	\$ 557,497	\$ -	\$ 557,497

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

		Operating	Non-operating	
		(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$	190,648	\$ -	\$ 190,648
Other Personal Services	\$	-	\$ -	\$ -
Contracted Services	\$	39,832	\$ -	\$ 39,832
Operating Expenses	\$	225,382	\$ -	\$ 225,382
Operating Capital Outlay	\$	60,081	\$ -	\$ 60,081
Fixed Capital Outlay	\$	=	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$	-	\$ -	\$ -
Debt	\$	-	\$ -	\$
Reserves - Emergency Response	\$	-	\$ -	\$
TOTAL	\$	515,943	\$	\$ 515,943

Changes and Trends

Starting in FY 2014-2015, the IT budget was distributed across program areas to share in the cost of recurring IT-related expenses, e.g., licensing, software maintenance, and IT staff time. After a couple of years of major IT investments, the focus is changing to primarily be in a maintenance and support mode and will use and maintain this technology to provide solutions that meet the business needs of the organization. Hardware and software will be maintained or replaced as needed to ensure capacity, performance, and adherence to support requirements. IT costs are shared among all divisions by either direct usage of specific technologies or for shared technology resources by percentage based on the number of computers each division uses.

Budget Variances

The FY 2016-2017 Tentative Budget reflects the prior year allocation of recurring IT costs related to the program areas and the need to support existing technologies, which requires both software and hardware to maintain services and infrastructure to support District business needs.

Major Budget Items

Operating Expenses (\$225,382) followed by Salaries and Benefits (\$190,648) make up the majority of this activity's budget. These costs are comprised of expenses directly related to Program 1.0 activities and a share of the recurring licensing, software maintenance, and IT staff time associated with IT activities for the District.

Acquisition, Restoration and Public Works (Program 2.0)

This program includes the development and construction of all capital projects (except for those contained in Program 3.0), including water resource development projects; water supply development assistance; water control projects; support and administrative facilities construction; cooperative projects; land acquisition; and the restoration of lands and waterbodies.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

2.0 Acquisition, Restoration and Public Works

	Fiscal Year 2012	-13	Fiscal Year 2013-14	Fiscal Year 2014-15	Fiscal Year 2015-1	6 Fisc	cal Year 2016-17	Difference in \$	% of Change
	(Actual-Audited	d)	(Actual-Audited)	(Actual-Audited)	(Current-Amended)	(Tentative)	(Current Tentative)	(Current Tentative)
Salaries and Benefits	\$ 756,	159	\$ 658,672	\$ 735,936	\$ 689,26	6 \$	647,217	\$ (42,049)	-6.1%
Other Personal Services	\$ 24,4	162	\$ 10,199	\$ 4,543	\$ 27,11	9 \$	23,351	\$ (3,768)	-13.9%
Contracted Services	\$ 764,	133	\$ 746,232	\$ 331,687	\$ 2,369,31	5 \$	2,033,911	\$ (335,404)	-14.2%
Operating Expenses	\$ 332,	599	\$ 157,646	\$ 86,687	\$ 213,36	5 \$	129,418	\$ (83,947)	-39.3%
Operating Capital Outlay	\$ 70,8	322	\$ 66,791	\$ 29,508	\$ 16,96	3 \$	15,630	\$ (1,333)	-7.9%
Fixed Capital Outlay	\$ 15,0	000	\$ 916,219	\$ 1,314,001	\$ 5,705,06	8 \$	10,544,068	\$ 4,839,000	84.8%
Interagency Expenditures (Cooperative Funding)	\$ 782,0	096	\$ 6,884,523	\$ 9,486,208	\$ 29,651,03	9 \$	31,798,788	\$ 2,147,749	7.2%
Debt	\$	-	\$ -	\$ -	\$ -	\$	-	\$ -	
Reserves - Emergency Response	\$	-	\$ -	\$ -	\$ -	\$	-	\$ -	
TOTAL	\$ 2,745,	571	\$ 9,440,282	\$ 11,988,570	\$ 38,672,13	5 \$	45,192,383	\$ 6,520,248	16.9%

SOURCE OF FUNDS

Figoral	Voor	2016	17

Fiscal Fedi 2010-17														
	Dis	trict Revenues		Fund Balance		Debt		Local Revenues		State Revenues	Fe	ederal Revenues		TOTAL
Salaries and Benefits	\$	-	\$	-	\$	-	\$	-	\$	330,385	\$	316,832	\$	647,217
Other Personal Services	\$	-	\$	-	\$	-	\$	-	\$	23,351	\$	-	\$	23,351
Contracted Services	\$	-	\$	-	\$	-	\$	-	\$	2,033,911	\$	-	\$	2,033,911
Operating Expenses	\$	-	\$	40,000	\$	-	\$	-	\$	89,418	\$	-	\$	129,418
Operating Capital Outlay	\$	-	\$	10,000	\$	-	\$	-	\$	5,630	\$	-	\$	15,630
Fixed Capital Outlay	\$	-	\$	194,499	\$	-	\$	-	\$	10,349,569	\$	-	\$	10,544,068
Interagency Expenditures (Cooperative Funding)	\$	622,879	\$	9,463,209	\$	-	\$	-	\$	21,712,700	\$	-	\$	31,798,788
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
TOTAL	\$	653,470	\$	9,729,682	\$	-	\$	-	\$	34,638,556	\$	316,832	\$	45,338,540

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2016-17

		116	ocal I c	ai 2010-11		
	Workforce	Rate (Salary without benefits)		Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	6.0	\$ 465,855	\$	647,217	\$ -	\$ 647,217
Other Personal Services	0.5	\$ 21,472	\$	23,351	\$ -	\$ 23,351
Contracted Services	-	\$ -	\$	768,683	\$ 1,265,228	\$ 2,033,911
Operating Expenses			\$	65,158	\$ 64,260	\$ 129,418
Operating Capital Outlay			\$	5,630	\$ 10,000	\$ 15,630
Fixed Capital Outlay			\$	-	\$ 10,544,068	\$ 10,544,068
Interagency Expenditures (Cooperative Funding)			\$	135,125	\$ 31,663,663	\$ 31,798,788
Debt			\$	-	\$ -	\$ -
Reserves - Emergency Response			\$	-	\$ -	\$ -
TOTAL			\$	1,645,164	\$ 43,547,219	\$ 45,192,383

WORKFORCE

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17

WORKFORCE CATEGORY			(AmendedTentative) 2015-2016 to 2016-2017				
	2012-2013	2013-2014	2014-2015	2016-2017	Difference	% Change	
Authorized Positions	12.0	7.0	7.0	7.0	6.0	(1.0)	-14.3%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	4.0	1.5	1.0	1.0	0.5	(0.5)	-50.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	16.0	8.5	8.0	8.0	6.5	(1.5)	-18.8%

Changes and Trends

The most visible change in this program's budget over the last five years is in cooperative funding expenditures that have increased since FY 2012-2013, most significantly in the last two fiscal years. The increase in the FY 2016-2017 Tentative Budget is due to anticipated new springs-related funding of \$15,338,200 offset by reductions from having completed or rescheduled work on several nonrecurring grants and projects. Fixed Capital Outlay costs vary across the time period reflecting major acquisition, restoration and capital projects, such as the Williford Spring restoration completed in FY 2015-2016. Increases and decreases in other budget categories are often proportional to these major initiatives as the associated costs to implement the projects, such as increased Contracted Services costs in FY 2015-2016. However, this budget category will also fluctuate based on the cyclical nature of some FDOT mitigation tasks and FDOT's mitigation needs. The District does not plan to make additional land purchases for mitigation in FY 2016-2017.

Funding is budgeted to accomplish District and state priorities for protection and restoration of major spring systems. Stormwater retrofit and restoration projects in the Apalachicola and St. Andrew Bay watersheds is largely complete, but planning and some project implementation will continue. Expenditures are also planned to further implement the District's water supply development assistance grant program.

Budget Variances

This program reflects an overall increase of 16.9 percent, the largest variance being the increase in Fixed Capital Outlay of 84.8 percent. This increase, as well as the Interagency Expenditures increase of 7.2 percent, is due to the new state appropriation for springs land acquisition and restoration projects. The 39.3 percent decrease in Operating Expenses reflects a reduction to the District's renovation and IT budgets. Contracted Services is reduced by 14.2 percent to reflect completion of mitigation tasks; construction of coastal water quality monitoring wells; and the western regional groundwater flow model. Staffing decreases reflect the completion of nonrecurring springs protection and restoration, water quality improvement, and water supply development grant projects.

Major Budget Items

Grant funding of \$31,798,788 accounts for 70.4 percent of this program's budget to help local governments and non-profit utilities achieve water supply development priorities, implement major stormwater retrofit projects, and continue implementing springs restoration and protection efforts at first and second magnitude springs. Other major budget items include \$10,544,068 for Fixed Capital Outlay for springs land acquisition, land management, and restoration activities and \$2,033,911 for Contracted Services to continue SWIM watershed plan updates and cyclical mitigation restoration and land management activities on District lands and springs.

Northwest Florida Water Management District REDUCTIONS - NEW ISSUES

2.0 Acquisition, Restoration and Public Works Fiscal Year 2016-17 Tentative Budget - August 1, 2016

	FY 2015-16 Budge	t (Amended)	8.00	\$ 38,672,135
	Reducti			· · · · · · · · · · · · · · · · · · ·
Issue	Description	Issue Amount	Workforce	Category Subtotal
	es and Benefits		1.00	74,554
	Redistribution of labor costs to Minimum Flows and Minimum			,
1	Water Levels (MFLs) and Water Supply Assessment (WSA)	34,901		
	Update, reduction in hydrogeologic evaluations Staff time due to Ecosystem Trust Fund related projects			
2	nearing completion	18,889		
	Completion of staff engineering services for Florida			
3	Department of Transportation (FDOT) restoration, reallocation	11,440		
	to other programs	F 690		
	Reallocation of staffing for Claiborne aquifer evaluation Removal of excess budget in IT Bureau	5,680 3,644		
	Personal Services	3,044	0.50	4,957
	Declinement of ODC labor costs to WCA. Degion II Dies		0.50	4,937
6	Update	4,841		
7	Redistribution of labor costs for National Fish and Wildlife	116		
	Foundation	110		
	acted Services			759,161
8	Redistribution of budget to cooperative funding	250,000		
9	Completion of mitigation tasks and reallocation to Lands Division	114,100		
10	Completion of coastal water quality monitoring well	101,336		
	Reduced mitigation costs based on actual expenses and			
11	reallocation to Lands Division	98,000		
12	Reduced services for Western Regional Groundwater Flow	75,000		
13	Model Completion of Claiborne aquifer test design	70,000		
	Appraisals for land acquisition projects	23,000	-	
	Completion of cyclical mitigation tasks	20,275		
	Appraisal review for land acquisition projects	5,450		
	Environmental audit for land acquisition projects	2,000	•	
_	iting Expenses	****		105,191
	District building renovation needs	70,000		,
	Reprioritization of existing IT budget across programs	18,925	•	
	Mitigation operating expenses including field and tech supplies,	·		
20	travel, fuel, parts and supplies, field equipment rental, printing,	15,041		
	legal ads, and maps			
21	Resource Management Division operating expenses due to completion of projects	1,225		
Opera	iting Capital Outlay			1,333
•	Implementation of new computer hardware replacement cycle	1,333		,
	Capital Outlay	1,000		2,536,000
	Fewer land acquisition projects	2,152,000		2,000,000
	Walsingham streambank restoration complete	75,000		
	District building renovation needs	70,000		
	Williford Spring restoration complete	70,000		
	Live Oak streambank restoration partially complete	53,750		
28	Transferred James Tract project to Lands Division and	51,500		
	completed purchase of gate at Dutex			
	Hightower streambank restoration partially complete	47,500		
	Spurling streambank restoration partially complete	16,250		
	gency Expenditures (Cooperative Funding)			7,878,844
	Distribution of water supply grant funds	4,892,610		
32	Completion of water quality improvement grants in St. Andrew Bay and Apalachicola River and Bay	2,656,090		
33	Distribution of Apalachicola water quality grant funds	197,416		
34	Distribution of Jackson Blue Spring Agricultural Best	132,728		
	Management Practices (BMP) grant funds	132,728		
Debt				-
Reser	ves			-
	TOTAL	REDUCTIONS	1.50	11,360,040

Northwest Florida Water Management District REDUCTIONS - NEW ISSUES

2.0 Acquisition, Restoration and Public Works Fiscal Year 2016-17 Tentative Budget - August 1, 2016

	FY 2015-16 Budge	t (Amended)	8.00	\$ 38,672,135
	New Iss			
Issue	Description	Issue Amount	Workforce	Category Subtotal
Salarie	es and Benefits			32,505
1	Staff time for National Fish and Wildlife Foundation projects	21,361		
2	Distribution of staff time across programs and activities to manage water supply grants	10,104		
3	Realignment of salaries and benefits	1,040		
Other	Personal Services	•		1,189
Other	Salary, tax and benefit adjustment for staff assigned to DOT	424		1,109
4	mitigation projects	431		
5	Inclusion of bonus allocation	758		
Contra	acted Services			423,757
8	Distribution of budget for National Fish and Wildlife Foundation project into four separate projects by task	236,041		
12	Demaining distribution of Ecosystem Funds from cooperating	76,000		
9	Restoration, wiregrass planting, prescribed burn and herbicide work at mitigation bank	53,850		
10	Cyclical restoration, wiregrass planting, prescribed burn and	29,000		
6	herbicide work at Lafayette Creek Title insurance for acquisitions	11,475	-	
7	Baseline documentation for acquisition of conservation	10,000		
11	Annual monitoring, prescribed burning and herbicide work at	7,000	•	
	Ward Creek Reallocation of contracted services among IT projects	265		
	Legal counsel for review of contracts and agreements for IT			
13	Initiatives	126		0.1.0.1
	iting Expenses			21,244
	Grasses, herbs and forbs for Lafayette Creek	10,000		
16	Reallocation of Ethernet expenses across all IT projects	3,212		
17	Road and bridge repairs at Sand Hill Lakes mitigation bank (SHLMB)	3,000		
18	Reprioritization of existing IT budget across programs	2,711		
19	Distribution of budget for National Fish and Wildlife Foundation	1,821		
20	project into four separate projects by task			
	Increase continuing education	500		
	Iting Capital Outlay			7.075.000
	Capital Outlay			7,375,000
	Land acquisition projects	7,100,000		
	Blue Spring campsite restoration	200,000		
	James tract restoration	50,000		
	Seven Runs streambank restoration	25,000		10,000,500
	gency Expenditures (Cooperative Funding) Blue Springs Road sewer project	0.404.655		10,026,593
	, ,	3,401,200		
	Advanced septic systems pilot program	1,500,000		
	Woodville Sewer system project	1,500,000		
	Wakulla Spring protection grants Jackson Blue Spring Ag BMP project	1,353,268		
	Wakulla BMAP septic to central sewer project	1,000,000		
	Ray County reuse project and Northwest Florida Mobile	637,000		
31	Irrigation Lab (NWFMIL)	571,125		
Debt	Sod-based crop rotation match	64,000		
	1/00			-
Reser		L NEW ISSUES	0.00	17,880,288
20 40	equisition, Restoration and Public Works	L 14L11 1030E3	0.00	17,000,200
	Workforce and Tentative Budget for FY 2016	-17	6.50	\$ 45,192,383

Land Acquisition (Activity 2.1)

This activity is for the acquisition of land and facilities, such as those purchased for the protection and management of water resources in northwest Florida. It does not include land acquisition components of water resource development projects, surface water projects, or other cooperative projects. Typical purchases have included acquisition of the floodplain of the major rivers in northwest Florida, as well as the acquisition of aquifer recharge areas that protect potable water supplies. Acquisitions are characterized as fee (District owns outright) or other less-than-fee (seller retains ownership) interests in lands needed for water management, water supply, or the conservation or protection of water resources.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

2.1 - Land Acquisition

	 r 2012-13 Audited)	 ear 2013-14 I-Audited)	 ear 2014-15 al-Audited)	 scal Year 2015-16 Current-Amended)	Fiscal Year (Tenta		-	rence in \$ Tentative)	% of Cha (Current Te	•
Salaries and Benefits	\$ 10,660	\$ 11,480	\$ 17,274	\$ 25,945	\$	26,985	\$	1,040		4.0%
Other Personal Services	\$ -	\$ -	\$ -	\$ -	\$	-	\$	-		
Contracted Services	\$ 17,781	\$ 22,644	\$ 8,302	\$ 64,725	\$	60,750	\$	(3,975)		-6.1%
Operating Expenses	\$ 367	\$ 476	\$ 209	\$ 3,600	\$	3,600	\$	-		0.0%
Operating Capital Outlay	\$ -	\$ -	\$ -	\$ -	\$	-	\$	-		
Fixed Capital Outlay	\$ 15,000	\$ -	\$ -	\$ 4,838,568	\$ 9	786,568	\$	4,948,000		102.3%
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -	\$ -	\$	-	\$	-		
Debt	\$ -	\$ -	\$ -	\$ -	\$	-	\$	-		
Reserves - Emergency Response	\$ -	\$ -	\$ -	\$ -	\$	-	\$	-		
TOTAL	\$ 43,808	\$ 34,600	\$ 25,785	\$ 4,932,838	\$ 9	877,903	\$	4,945,065		100.2%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ -	\$ -	\$ -	\$ 9,883,785	\$ -	\$ 9,883,785

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

		Operating	Non-operating	
		(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$	26,985	\$ -	\$ 26,985
Other Personal Services	\$	-	\$ -	\$ -
Contracted Services	\$	60,750	\$ -	\$ 60,750
Operating Expenses	\$	3,600	\$ -	\$ 3,600
Operating Capital Outlay	\$	-	\$ -	\$ -
Fixed Capital Outlay	\$	-	\$ 9,786,568	\$ 9,786,568
Interagency Expenditures (Cooperative Funding)	\$	-	\$ -	\$ -
Debt	\$	-	\$ -	\$ -
Reserves - Emergency Response	\$	-	\$ -	\$ -
TOTAL	\$	91,335	\$ 9,786,568	\$ 9,877,903

Changes and Trends

This activity's budget changes depend on land acquisition efforts. Beginning in FY 2015-2016, state appropriations were provided for land purchases related to springs protection. The 100.2 percent increase in this activity for FY 2016-2017 reflects the carry forward of land acquisition funding from FY 2015-2016 and anticipated new funding from DEP. The small increase in Salaries and Benefits in FY 2016-2017 is in support of purchases that will be under consideration.

Budget Variances

The increase of 102.3 percent in Fixed Capital Outlay reflects anticipated new funding of \$7.1 million and carry forward funding from FY 2015-2016 of \$2.7 million for springs land acquisition and public access improvements. Salaries and Benefits increased by 4.0 percent to address the pre-acquisition-related costs associated with the land purchases. Budget was removed in Contracted Services, due to having completed prior year land purchase-related work.

Major Budget Items

Fixed Capital Outlay (\$9,786,568) followed by Contracted Services (\$60,750) make up the majority of this activity's budget. Fixed Capital Outlay represents the funding set aside for the purchase of land and public access improvements on District-owned lands, while Contracted Services covers costs for legal services, land appraisals and appraisal reviews, boundary map-acreage certifications or surveys, environmental audits, and title examination and insurance. The following will be proposed in FY 2016-2017:

- Gainer Springs land acquisition of up to 942 acres and spring bank restoration at the first magnitude springs complex along Econfina Creek in northern Bay County;
- Cypress Spring land acquisition of up to 308 acres and spring bank restoration at a second magnitude spring along Holmes Creek in central Washington County; and
- Jackson Blue Spring land acquisition of approximately 598 agricultural acres within the Jackson Blue groundwater contribution area.

Water Source Development (Activity 2.2)

This activity includes water resource development projects and regional or local water supply development assistance projects designed to increase the availability of water supplies for consumptive use.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17

TENTATIVE BUDGET - Fiscal Year 2016-2017

2.2 - Water Source Development

	Fis	cal Year 2012-13	Fis	Fiscal Year 2013-14		iscal Year 2014-15	Fi	scal Year 2015-16	Fi	scal Year 2016-17		Difference in \$	% of Change
		Actual-Audited)	(Actual-Audited)		(Actual-Audited)	((Current-Amended)		(Tentative)	(C	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	166,207	\$	148,297	\$	205,806	\$	192,768	\$	167,971	\$	(24,797)	-12.9%
Other Personal Services	\$	14,397	\$	6,001	\$	2,534	\$	16,502	\$	12,419	\$	(4,083)	-24.7%
Contracted Services	\$	14,044	\$	2,035	\$	67,490	\$	481,787	\$	305,451	\$	(176,336)	-36.6%
Operating Expenses	\$	7,071	\$	5,277	\$	560	\$	2,250	\$	2,750	\$	500	22.2%
Operating Capital Outlay	\$	2,086	\$		\$	-	\$	-	\$	-	\$		
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$		
Interagency Expenditures (Cooperative Funding)	\$	341,785	\$	5,873,100	\$	5,178,853	\$	13,877,793	\$	9,556,308	\$	(4,321,485)	-31.1%
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Reserves - Emergency Response	\$		\$	-	\$	-	\$	-	\$	-	\$	-	•
TOTAL	\$	545,590	\$	6,034,710	\$	5,455,243	\$	14,571,100	\$	10,044,899	\$	(4,526,201)	-31.1%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues Federal Revenues \$ 591,524 \$ - \$		TOTAL
Fiscal Year 2016-17	\$ 7,51	9,485,183	\$ -	\$ -	\$ 591,524	\$ -	\$ 10,084,217

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating	Non-operating	
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 167,971	\$ -	\$ 167,971
Other Personal Services	\$ 12,419	\$ -	\$ 12,419
Contracted Services	\$ 305,451	\$ -	\$ 305,451
Operating Expenses	\$ 2,750	\$ -	\$ 2,750
Operating Capital Outlay	\$ -	\$ -	\$
Fixed Capital Outlay	\$ -	\$ -	\$
Interagency Expenditures (Cooperative Funding)	\$ 71,125	\$ 9,485,183	\$ 9,556,308
Debt	-	\$ -	\$
Reserves - Emergency Response	\$ -	\$ -	\$
TOTAL	\$ 559,716	\$ 9,485,183	\$ 10,044,899

Changes and Trends

The most significant trend in budgeted expenditures for this activity is the increase in Interagency Expenditures in FY 2013-2014 reflecting the creation of a water supply development grant program. Contracted Services increased beginning in FY 2014-2015 for updates to the district's regional groundwater models and installation of saltwater intrusion monitoring wells. Subsequent changes to staffing are largely related to the management of grants and consultant contracts to implement these projects. Decreases in FY 2016-2017 reflect completed progress of tasks and also reallocation of staff to achieve cyclical water supply planning activities under Activity 1.1.1.

Budget Variances

The primary changes reflected for FY 2016-2017 are the decreases in Contracted Services (36.6 percent), Interagency Expenditures (31.1 percent), Other Personal Services (24.7 percent), and Salaries and Benefits (12.9 percent). Additional variances include increased expenditures in Operating Expenses (22.2 percent). Details are provided in the following discussions of subactivities 2.2.1 and 2.2.2.

Major Budget Items

The major budget items are Interagency Expenditures (\$9,556,308), Contracted Services (\$305,451), and Salaries and Benefits (\$167,971), which all support cooperative funding and water resource development as described below.

Water Resource Development Projects (Subactivity 2.2.1)

This subactivity includes projects designed to create, from traditional or alternative sources, a quantifiable supply of water for existing and/or future reasonable-beneficial uses. These projects do not include the construction of facilities for water supply development, as defined in section 373.019(26), F.S. (See Subactivity 2.2.2). Such projects may include the construction, operation, and maintenance of major public works facilities that provide for the augmentation of available surface and groundwater supply or that create alternative sources of supply. Water resource development projects are to be identified in water management district RWSPs or district water management plans, as applicable, and the water resource development work program.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

2.2.1 Water Resource Development Projects

	Fis	scal Year 2012-13	Fis	scal Year 2013-14	Fi	iscal Year 2014-15	Fiscal Year 2015-16		Fiscal Year 2016-17		Difference in \$		% of Change	
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cı	urrent Tentative)	(Current Tentative)	
Salaries and Benefits	\$	159,342	\$	89,325	\$	146,206	\$	123,299	\$	88,398	\$	(34,901)	-28.3%	
Other Personal Services	\$	14,348	\$	5,615	\$	2,534	\$	16,104	\$	12,419	\$	(3,685)	-22.9%	
Contracted Services	\$	1,950	\$	2,035	\$	66,843	\$	481,187	\$	304,751	\$	(176,436)	-36.7%	
Operating Expenses	\$	6,805	\$	5,210	\$	537	\$	1,750	\$	2,250	\$	500	28.6%	
Operating Capital Outlay	\$	2,086	\$	-	\$	-	\$	-	\$		\$	•		
Fixed Capital Outlay	\$	-	\$		\$	-	\$	-	\$		\$	•		
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	571,125	\$	571,125		
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
TOTAL	\$	184,531	\$	102,185	\$	216,120	\$	622,340	\$	978,943	\$	356,603	57.3%	

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 7,510	\$ 500,000	\$ -	\$ -	\$ 493,407	\$ -	\$ 1,000,917

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

		Operating	Non-operating	
		(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$	88,398	\$ -	\$ 88,398
Other Personal Services	\$	12,419	\$ -	\$ 12,419
Contracted Services	\$	304,751	\$ -	\$ 304,751
Operating Expenses	\$	2,250	\$ -	\$ 2,250
Operating Capital Outlay	\$	-	\$ -	\$ -
Fixed Capital Outlay	\$	=	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$	71,125	\$ 500,000	\$ 571,125
Debt	\$	=	\$ -	\$ -
Reserves - Emergency Response	\$	-	\$ -	\$ -
TOTAL	\$	478,943	\$ 500,000	\$ 978,943

Changes and Trends

With the exception of Contracted Services and Interagency Expenditures, this subactivity has generally remained consistent over the last five years. Salaries and Benefits decreases in FY 2013-2014 and FY 2016-2017 reflect realignment of staff to meet changing priorities, such as MFLs and updates to the WSA and Region II RWSP (Activity 1.1.1). Beginning in FY 2014-2015, Contracted Services increased to begin the well construction and modeling work needed to support the RWSPs and other regional aquifer modeling projects. Reductions in FY 2016-2017 reflect completion of all or portions of these tasks. New costs in FY 2016-2017 to the Interagency Expenditures category are for a nonrecurring wastewater reuse grant within the Region III RWSP as well as realignment of recurring Mobile Irrigation Lab (MIL) support to DACS that was previously budgeted in Activity 2.3.

Budget Variances

The increase in Interagency Expenditures reflects a \$500,000 grant to Bay County for a major collaborative wastewater reuse pipeline project with Gulf Power Company and Panama City. The grant will go toward construction of one component of a larger initiative to reduce wastewater discharges and improve water quality of St. Andrew Bay, while also providing potable water offset to utility and industrial users. The remaining \$71,125 in this category is a recurring expense to support the MIL in northwest Florida. This project has been ongoing since 2004 and is being realigned in the budget.

The wastewater reuse pipeline project is part of a larger initiative consisting of three interconnected projects: (1) construction of a reuse line from the North Bay Wastewater Treatment Facility (WWTF) to Gulf Power's Plant Smith; (2) construction of a wastewater line along County Road 388, bringing wastewater from the existing River Camps WWTF to the North Bay WWTF; and (3) construction of the North Bay wastewater collection system, resulting in the near-term elimination of 220 septic systems and long-term connection of up to 4,000 other residences served by septic systems. To build upon this effort, Gulf Power and Panama City are also developing plans to bring wastewater from Panama City's wastewater system, which currently discharges treated wastewater into St. Andrew Bay.

The other categories reflect decreases from a combination of completing water resource activities, including construction of a coastal water quality monitoring well and the development of preliminary input files for the Western Regional Groundwater Flow Model, as well as reallocation of staff and resources from this activity to 1.1.1 and 1.1.2. These changes are reflected in the decreases to Contracted Services (36.7 percent), Salaries and Benefits (28.3 percent) and Other Personal Services (22.9 percent).

Major Budget Items

The major budget items are Interagency Expenditures (\$571,125) and Contracted Services (\$304,751) followed by Salaries and Benefits (\$88,398). These support the District's Water Resource Development program, including data collection and groundwater model development in support of RWSPs and Regulatory Services, and local government assistance with alternative water source development.

Water Supply Development Assistance (Subactivity 2.2.2)

This subactivity provides financial assistance for regional and local water supply development projects. Such projects may include the construction of facilities identified as water supply development pursuant to section 373.019(26), F.S. This subactivity also includes assistance provided to local governments and water utilities in their efforts to develop traditional and alternative water supply sources to meet demands or to address shortcomings in traditional sources. This can include assistance with reuse projects, alternative surface water sources, and other traditional or alternative activities that increase the long-term reliability of water resources.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT SUBACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

2.2.2 Water Supply Development Assistance

	Fis	scal Year 2012-13	Fis	scal Year 2013-14	Fi	iscal Year 2014-15	Fi	Fiscal Year 2015-16		scal Year 2016-17		Difference in \$	% of Change	
		(Actual-Audited)	((Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cı	urrent Tentative)	(Current Tentative)	
Salaries and Benefits	\$	6,865	\$	58,972	\$	59,600	\$	69,469	\$	79,573	\$	10,104	14.5%	
Other Personal Services	\$	49	\$	386	\$	-	\$	398	\$	-	\$	(398)	-100.0%	
Contracted Services	\$	12,094	\$	-	\$	647	\$	600	\$	700	\$	100	16.7%	
Operating Expenses	\$	266	\$	67	\$	23	\$	500	\$	500	\$	-	0.0%	
Operating Capital Outlay	\$	-	\$	-	\$	-	\$	=	\$	-	\$	-		
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	=	\$	-	\$	-		
Interagency Expenditures (Cooperative Funding)	\$	341,785	\$	5,873,100	\$	5,178,853	\$	13,877,793	\$	8,985,183	\$	(4,892,610)	-35.3%	
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	_	\$	-		
TOTAL	\$	361,059	\$	5,932,525	\$	5,239,123	\$	13,948,760	\$	9,065,956	\$	(4,882,804)	-35.0%	

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ 8,985,183	\$ -	\$ -	\$ 98,117	\$ -	\$ 9,083,300

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	1100011001201011	
	Operating Non-operating	
	(Recurring - all revenues) (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 79,573 \$ -	\$ 79,573
Other Personal Services	\$ - \$	\$ -
Contracted Services	\$ 700 \$ -	\$ 700
Operating Expenses	\$ 500 \$	\$ 500
Operating Capital Outlay	\$ - \$	\$ -
Fixed Capital Outlay	\$ - \$	\$ -
Interagency Expenditures (Cooperative Funding)	\$ - \$ 8,985,183	\$ 8,985,183
Debt	\$ - \$	\$ -
Reserves - Emergency Response	\$ - \$	\$ -
TOTAL	\$ 80,773 \$ 8,985,183	\$ 9,065,956

Changes and Trends

Beginning in FY 2013-2014, significant investment in water supply development commenced and is reflected in increases to Interagency Expenditures as well as Salaries and Benefits. The FY 2016-2017 Tentative Budget for this activity has a significant decrease in nonrecurring expenditures for cooperative funding, reflecting reimbursements paid to local governments and utilities for completed water supply development projects throughout northwest Florida, especially to financially disadvantaged communities.

Budget Variances

The primary change is a net decrease in Interagency Expenditures of 35.3 percent, reflecting completion and reimbursements paid for existing water supply grants. Salaries and Benefits increase by 14.5 percent to reflect actual costs and additional project management required for new projects that started toward the end of FY 2015-2016 and will continue into FY 2016-2017.

Major Budget Items

The major budget item for this activity is Interagency Expenditures (\$8,985,183), which is from multi-year water supply development assistance grants approved in FY 2013-2014 through FY 2015-2016, and that will continue through FY 2016-2017.

Surface Water Projects (Activity 2.3)

This activity includes projects that restore or protect surface water quality, associated aquatic and wetland habitats, and related resources. It may also include projects that provide flood and resource protection, through the acquisition and improvement of land, construction of public works, and other activities.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

2.3 - Surface Water Projects

	Fis	scal Year 2012-13	Fis	scal Year 2013-14	F	iscal Year 2014-15	F	iscal Year 2015-16	Fi	scal Year 2016-17		Difference in \$	% of	Change
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cu	ırrent Tentative)	(Current -	- Tentative)
Salaries and Benefits	\$	579,592	\$	498,895	\$	423,663	\$	437,702	\$	423,054	\$	(14,648)		-3.3%
Other Personal Services	\$	10,065	\$	4,198	\$	2,009	\$	10,617	\$	10,932	\$	315		3.0%
Contracted Services	\$	730,795	\$	721,553	\$	240,534	\$	1,799,212	\$	1,648,728	\$	(150,484)		-8.4%
Operating Expenses	\$	323,469	\$	39,698	\$	19,359	\$	58,490	\$	57,045	\$	(1,445)		-2.5%
Operating Capital Outlay	\$	68,736	\$		\$	4,094	\$	-	\$	-	\$			
Fixed Capital Outlay	\$		\$		\$	-	\$	51,500	\$	-	\$	(51,500)		-100.0%
Interagency Expenditures (Cooperative Funding)	\$	440,311	\$	1,011,423	\$	4,307,355	\$	15,773,246	\$	22,242,480	\$	6,469,234		41.0%
Debt	\$		\$		\$		\$	•	\$	-	\$	-	•	•
Reserves - Emergency Response	\$		\$		\$		\$	•	\$	-	\$	-	•	•
TOTAL	. \$	2.152.968	\$	2.275.767	\$	4.997.014	\$	18.130.767	\$	24.382.239	\$	6.251.472		34.5%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 645,960	\$ -	\$ -	\$ -	\$ 23,514,038	\$ 316,832	\$ 24,476,830

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

		Operating	Non-operating	
		(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$	423,054	\$	\$ 423,054
Other Personal Services	\$	10,932	\$	\$ 10,932
Contracted Services	\$	398,500	\$ 1,250,228	\$ 1,648,728
Operating Expenses	\$	32,785	\$ 24,260	\$ 57,045
Operating Capital Outlay	\$	-	\$ -	\$
Fixed Capital Outlay	\$	-	\$ -	\$
Interagency Expenditures (Cooperative Funding)	\$	64,000	\$ 22,178,480	\$ 22,242,480
Debt	\$	-	\$ -	\$ -
Reserves - Emergency Response	\$	-	\$ -	\$
TOTAL	\$	929,271	\$ 23,452,968	\$ 24,382,239

Changes and Trends

Budgeted expenditures for this activity vary greatly between categories and from year to year. Some categories, like Salaries and Benefits, show a slowly decreasing trend over the last five years while other categories, such as Interagency Expenditures, have ranged from \$440,311 in FY 2012-2013 to \$22,242,480 in FY 2016-2017. Relatively consistent projects in this activity include water quality improvement projects for St. Andrew Bay and Apalachicola River and Bay, implementation of RESTORE Act-related stormwater and flood control projects, and FDOT mitigation.

With additional Legislative appropriations in FY 2014-2015, significant increases in Interagency Expenditures were budgeted for springs protection and restoration projects including: Agricultural BMP Cost Share Program in the Jackson Blue Spring contribution area; Wakulla Spring restoration, including wastewater retrofit and water quality improvement projects; and the Claiborne aquifer evaluation. Subsequent springs funding has included additional phases to the aforementioned Agricultural BMP and Wakulla Spring projects; new septic-to-central sewer projects in the Wakulla Spring basin; an advanced septic treatment pilot project in the Wakulla Spring basin; and new septic-to-sewer projects in Jackson County. Apalachicola River and Bay stormwater and water quality improvement activities were budgeted from carryover funding appropriated by the Legislature in FY 2013-2014.

The overall increase in this activity (34.5 percent) in FY 2016-2017 reflects additional springs project funding from the FY 2016-2017 GAA. Although an increase, this activity also includes the completion of major stormwater retrofit projects in St. Andrew Bay and Apalachicola River and Bay; completion of all or portions of springs restoration projects; and rescheduling of some major construction activities for spring projects to future years.

Budget Variances

The major budget decreases in Fixed Capital Outlay of 100.0 percent and Contracted Services of 8.4 percent reflect completion of planned projects, reallocation of projects to other activities, and reductions in mitigation budget expenditures. Projects completed include stormwater retrofit projects in Bay County with the cities of Callaway, Mexico Beach, and Parker, and in Franklin County with the City of Carrabelle. The increase of 3.0 percent in planned expenditures for Other Personal Services reflects the addition of bonus allocation eligibility for staff. The increase in Interagency Expenditures of 41.0 percent represents the anticipated new state appropriation for springs projects.

Major Budget Items

The largest budget item is Interagency Expenditures at \$22,242,480, which supports new and continuing springs restoration and cooperative watershed protection and restoration projects. FDOT mitigation expenses, including Salaries and Benefits (\$423,054), Contracted Services (\$1,648,728), and Operating Expenses (\$57,045), are directed towards providing compensatory mitigation for wetland impacts incurred by FDOT transportation improvements. Mitigation activities include implementing restoration and monitoring plans pursuant to existing permits and developing mitigation for new projects for transportation impacts outside of private mitigation bank service areas. Budget across these categories also include the second year of a National Fish and Wildlife Foundation grant to update SWIM plans for the seven major watersheds across northwest Florida, and an anticipated federal grant for the sod-based crop rotation pilot project in Jackson County. See Appendix C for more information on individual projects.

Facilities Construction and Major Renovations (Activity 2.5)

This program is responsible for the design, construction, and significant renovation of all District support and administrative facilities.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

2.5 - Facilities Construction and Major Renovations

	Fiscal Year 2012-	13	Fiscal Year 2013-14	Fis	scal Year 2014-15	Fiscal Year 2015-16		Fiscal Year 2016-17		Difference in \$		% of Change
	(Actual-Audited))	(Actual-Audited)		(Actual-Audited)	(0	Current-Amended)		(Tentative)	(Cı	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$ -		\$ -	\$	-	\$	-	\$	-	\$	-	
Other Personal Services	\$ -		\$ -	\$		\$	-	\$		\$		
Contracted Services	\$ -		\$ -	\$	•	\$	-	\$	-	\$	-	
Operating Expenses	\$ -		\$ 78,802	\$	10,692	\$	110,000	\$	40,000	\$	(70,000)	-63.6%
Operating Capital Outlay	\$ -		\$ 51,677	\$	3,765	\$	10,000	\$	10,000	\$	-	0.0%
Fixed Capital Outlay	\$ -		\$ 116,432	\$	177,650	\$	120,000	\$	50,000	\$	(70,000)	-58.3%
Interagency Expenditures (Cooperative Funding)	\$ -		\$ -	\$	•	\$	-	\$	•	\$	-	
Debt	\$ -		\$ -	\$		\$	-	\$		\$		
Reserves - Emergency Response	\$ -		\$ -	\$	•	\$	-	\$		\$	-	
TOTAL	\$ -		\$ 246,911	\$	192,107	\$	240,000	\$	100,000	\$	(140,000)	-58.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating	Non-operating	
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ -	\$ -	\$ -
Operating Expenses	\$ -	\$ 40,000	\$ 40,000
Operating Capital Outlay	\$ -	\$ 10,000	\$ 10,000
Fixed Capital Outlay	\$ -	\$ 50,000	\$ 50,000
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$	\$ -
TOTAL	\$ -	\$ 100,000	\$ 100,000

Changes and Trends

Major construction, renovation, and repairs have been ongoing since FY 2013-2014 at the District's Headquarters office complex consisting of four buildings located near Midway. The buildings are about 40 years old and have significant structural, electrical, and other deficiencies that require attention. Continued renovations address safety for the District's employees, customers, and Governing Board members, as well as ensuring the maximum effective use of existing space.

In FY 2014-2015, Headquarters facility improvements included the replacement of a septic tank with hookups to city sewer and construction/renovations to a roof, sidewalk, and driveway. The District also expanded the Lands Division's Econfina Field Office facility in Youngstown by 1,200 square feet to accommodate a transfer of Lands staff from the Marianna Field Office. In the 1980s, the District had the Marianna building constructed on land leased from the Jackson County Board of County Commissioners. Through an agreement with Jackson County, the District donated the Marianna field office to, and terminated the lease with, the Board of County Commissioners in October 2015. The agreement includes District retention of office space, vehicle parking, and temporary parking for trailerable equipment to provide more efficient operations in the east region of the District.

The FY 2015-2016 Current-Amended Budget included more improvements to the Econfina Field Office, including the addition of a concrete slab under a large barn structure with enclosed storage to hold equipment and materials being relocated from the Marianna Field Office. However, the main renovations expense in FY 2015-2016 was for the installation of a second Internet connection to District Headquarters. When the existing circuit fails, the District is unable to send or receive emails or share information with other agencies or the public via our systems. Over the past two years, numerous outages have occurred, some lasting more than a day. This redundancy provides for increased availability of District IT resources hosted in the Headquarters Data Center to staff, partner agencies, and the general public.

Budget Variances

The FY 2016-2017 Tentative Budget for this activity proposes a decrease of 58.3 percent with the expectation that the majority of major renovations will be completed.

Major Budget Items

Operating Expenses (\$40,000) and Fixed Capital Outlay (\$50,000) are the main budget categories due to the District's interest in addressing continued improvements to District support and administrative buildings.

Other Acquisition and Restoration Activities (Activity 2.6)

This activity is for the protection and restoration of springs, spring shorelines and creek and river shorelines located on District lands while allowing for public access and recreation.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

2.6 - Other Acquisition and Restoration Activities

	Fis	Fiscal Year 2012-13		scal Year 2013-14	Fi	iscal Year 2014-15	Fi	iscal Year 2015-16	Fis	scal Year 2016-17		Difference in \$	% of Change
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(C	urrent Tentative)	(Current Tentativ
Salaries and Benefits	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Other Personal Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Contracted Services	\$	1,513	\$	-	\$	-	\$	20,000	\$	15,000	\$	(5,000)	-25.0
Operating Expenses	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Operating Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Fixed Capital Outlay	\$	-	\$	799,787	\$	1,136,351	\$	695,000	\$	707,500	\$	12,500	1.8
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL	\$	1,513	\$	799,787	\$	1,136,351	\$	715,000	\$	722,500	\$	7,500	1.0

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ 144,499	\$ -	\$ -	\$ 578,001	\$ -	\$ 722,500

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating	Non-operating	
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ -	\$ -	\$ -
Other Personal Services	\$ -	-	\$ -
Contracted Services	\$ -	\$ 15,000	\$ 15,000
Operating Expenses	\$ -	-	\$ -
Operating Capital Outlay	\$ -	-	\$ -
Fixed Capital Outlay	\$ -	\$ 707,500	\$ 707,500
Interagency Expenditures (Cooperative Funding)	\$ -	-	\$ -
Debt	\$ -	-	\$ -
Reserves - Emergency Response	\$ -	-	\$ -
TOTAL	\$ -	\$ 722,500	\$ 722,500

Changes and Trends

The FY 2016-2017 Tentative Budget reflects a small increase in total, but is the net change of anticipated new springs-related funding offset by reductions from the completion of restoration and protection activities at Williford Spring, Devil's Hole Swallet and Walsingham Park in the Econfina Creek WMA, and partial completion of restoration projects in the Choctawhatchee River/Holmes Creek WMA during FY 2015-2016. Funds proposed for the District's FY 2016-2017 Tentative Budget include funding for restoration activities at Seven Runs Park in the Choctawhatchee River WMA; completion of the cooperative project with Washington County for restoration activities at Hightower, Live Oak and Spurling landings on Holmes Creek; and completion of the streambank restoration projects at Cotton Landing on Holmes Creek and at Devil's Hole Spring, James tract and Blue Spring Camp improvements on Econfina Creek.

Budget Variances

The 1.8 percent increase to Fixed Capital Outlay reflects a net change of \$200,000 in new funding for Econfina Blue Spring Camp improvements offset by reductions from the completion of the Williford Spring project, the Walsingham Park project, and partial completion of the cooperative project with Washington County.

Major Budget Items

Fixed Capital Outlay makes up 97.9 percent of this activity's budget. These funds will support a streambank restoration and protection project benefitting the Choctawhatchee River system, completion of a cooperative project with Washington County for streambank restoration and improvements at Hightower, Live Oak, and Spurling landings on Holmes Creek, and completion of the streambank restoration projects at Cotton Landing on Holmes Creek and at Devil's Hole Spring and the James tract on Econfina Creek. The \$200,000 in new funding is to provide public access improvements and shoreline restoration at second magnitude Econfina Blue Spring on Econfina Creek.

Technology and Information Services (Activity 2.7)

This activity includes items associated with technology and information services. Costs include communications; software; computer supplies; computer equipment and other information processing equipment; and Salaries and Benefits associated with database modifications and upgrades.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

2.7 - Technology and Information Services

	Fis	cal Year 2012-13	Fis	scal Year 2013-14	Fi	scal Year 2014-15	F	iscal Year 2015-16	Fis	cal Year 2016-17		Difference in \$	% of Change
	(Actual-Audited)	((Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(C	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$		\$		\$	89,193	\$	32,851	\$	29,207	\$	(3,644)	-11.1%
Other Personal Services	\$	-	\$		\$		\$	-	\$	-	\$	•	
Contracted Services	\$	-	\$		\$	15,361	\$	3,591	\$	3,982	\$	391	10.9%
Operating Expenses	\$	1,692	\$	33,393	\$	55,867	\$	39,025	\$	26,023	\$	(13,002)	-33.3%
Operating Capital Outlay	\$	-	\$	15,114	\$	21,649	\$	6,963	\$	5,630	\$	(1,333)	-19.1%
Fixed Capital Outlay	\$		\$		\$		\$		\$	-	\$		
Interagency Expenditures (Cooperative Funding)	\$	-	\$		\$		\$	-	\$	-	\$	•	
Debt	\$	-	\$		\$		\$	-	\$	-	\$	•	
Reserves - Emergency Response	\$		\$		\$		\$		\$	-	\$		
TOTAL	\$	1,692	\$	48,507	\$	182,070	\$	82,430	\$	64,842	\$	(17,588)	-21.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ -	\$ -	\$ -	\$ 71,208	\$ -	\$ 71,208

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

		Operating	Non-operating	
		(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$	29,207	\$ -	\$ 29,207
Other Personal Services	\$	-	\$ -	\$ -
Contracted Services	\$	3,982	\$ -	\$ 3,982
Operating Expenses	\$	26,023	\$ -	\$ 26,023
Operating Capital Outlay	\$	5,630	\$ -	\$ 5,630
Fixed Capital Outlay	\$	-	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$	-	\$ -	\$ -
Debt	\$	-	\$ -	\$ -
Reserves - Emergency Response	\$	-	\$	\$ -
TOTAL	\$	64,842	\$	\$ 64,842

Changes and Trends

Starting in FY 2014-2015, the IT budget was distributed across program areas to share in the cost of recurring IT-related expenses, e.g., licensing, software maintenance, and IT staff time. After a couple of years of major IT investments, the focus is changing to primarily be in a maintenance and support mode. The District will use and maintain this technology to provide solutions that meet the business needs of the organization.

Budget Variances

Reductions in Operating Expenses (33.3 percent), Operating Capital Outlay (19.1 percent), and Salaries and Benefits (11.1 percent) reflect fewer IT-related charges to mitigation activities. The increase in Contracted Services (10.9 percent) is to provide additional budget for legal review of IT contracts.

Major Budget Items

Salaries and Benefits (\$29,207) and Operating Expenses (\$26,023) make up the majority of this activity's budget. These costs represent a share of the recurring licensing, software maintenance, and IT staff time associated with activities within Program 2.0.

Operation and Maintenance of Lands and Works (Program 3.0)

This program includes all operation and maintenance of facilities; flood control and water supply structures; lands; and other works authorized by Chapter 373, F.S.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

3.0 Operation and Maintenance of Lands and Works

	Fis	cal Year 2012-13	Fis	cal Year 2013-14	Fi	iscal Year 2014-15	Fi	scal Year 2015-16	Fis	scal Year 2016-17		Difference in \$	% of Change
		(Actual-Audited)	(/	Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(C	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	1,101,750	\$	1,176,239	\$	1,339,731	\$	1,320,632	\$	1,358,291	\$	37,659	2.9%
Other Personal Services	\$	33,931	\$	32,240	\$	37,765	\$	35,565	\$	37,159	\$	1,594	4.5%
Contracted Services	\$	824,200	\$	708,763	\$	772,139	\$	961,709	\$	967,263	\$	5,554	0.6%
Operating Expenses	\$	700,719	\$	836,805	\$	969,293	\$	1,265,329	\$	1,103,209	\$	(162,120)	-12.8%
Operating Capital Outlay	\$	68,736	\$	79,549	\$	96,443	\$	233,940	\$	175,961	\$	(57,979)	-24.8%
Fixed Capital Outlay	\$	25,449	\$	20,934	\$	17,787	\$	80,000	\$	75,000	\$	(5,000)	-6.3%
Interagency Expenditures (Cooperative Funding)	\$	10,724	\$	8,246	\$	8,000	\$	8,000	\$	8,000	\$	-	0.0%
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL	\$	2,765,509	\$	2,862,776	\$	3,241,158	\$	3,905,175	\$	3,724,883	\$	(180,292)	-4.6%

SOURCE OF FUNDS

Fiscal Year 2016-17

			_	0	· .	COI EUTO TI		_				
	Dis	strict Revenues		Fund Balance		Debt	Local Revenues		State Revenues	F	ederal Revenues	TOTAL
Salaries and Benefits	\$	196,133	\$	-	\$	-	\$ -	\$	1,043,465	\$	-	\$ 1,239,598
Other Personal Services	\$	-	\$	-	\$		\$ -	\$	37,159	\$	-	\$ 37,159
Contracted Services	\$	528,560	\$	-	\$	-	\$ -	\$	404,158	\$	-	\$ 932,718
Operating Expenses	\$	849,985	\$	-	\$		\$ -	\$	-	\$	-	\$ 849,985
Operating Capital Outlay	\$	160,776	\$	15,185	\$	-	\$ -	\$	-	\$	-	\$ 175,961
Fixed Capital Outlay	\$	75,000	\$	-	\$	-	\$ -	\$	-	\$	-	\$ 75,000
Interagency Expenditures (Cooperative Funding)	\$	8,000	\$	-	\$		\$ -	\$	-	\$	-	\$ 8,000
Debt	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$ -
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$ -	\$	-	\$	-	\$ -
TOTAL	\$	2,054,388	\$	50,779	\$,	\$ -	\$	1,484,782	\$	-	\$ 3,589,949

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)		TOTAL
Salaries and Benefits	16.0	\$ 893,536	\$ 1,350,784	\$ 7,5	07	\$ 1,358,291
Other Personal Services	1.9	\$ 33,468	\$ 37,159	\$		\$ 37,159
Contracted Services	-	\$ -	\$ 851,263	\$ 116,0	00	\$ 967,263
Operating Expenses			\$ 1,092,109	\$ 11,1	00	\$ 1,103,209
Operating Capital Outlay			\$ 42,961	\$ 133,0	00	\$ 175,961
Fixed Capital Outlay			\$ 10,000	\$ 65,0	00	\$ 75,000
Interagency Expenditures (Cooperative Funding)			\$ 8,000	\$		\$ 8,000
Debt			\$ -	\$		\$ -
Reserves - Emergency Response			\$ ÷	\$		\$ -
TOTAL			\$ 3,392,276	\$ 332,6	07	\$ 3,724,883

WORKFORCE

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17

WORKFORCE CATEGORY			Fiscal Year			(Amended - 2015-2016 to	,
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Difference	% Change
Authorized Positions	14.0	16.0	16.0	16.0	16.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	4.0	1.9	1.9	1.9	1.9	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	18.0	17.9	17.9	17.9	17.9	0.0	0.0

Changes and Trends

Program expenses have been fairly consistent over the past several years. Land management represents a large percentage of this program's budget. Overall, Salaries and Benefits, Operating Expenses, and Contracted Services continue to be significant expenses as demonstrated across the past several years in comparison to Fixed Capital Outlay which can vary significantly from year to year.

Included in this program is budget for upgrading the land management database to a Forest Information Dashboard system in FY 2016-2017. Under the new system, land management database information will be uploaded daily for easier data access and storage and will provide enhanced web-based reporting, analytics, and mapping capabilities. In the FY 2016-2017 Tentative Budget, the District plans to evaluate and consider the implementation of a pine harvest allocation program and development of other databases in concert with District GIS staff. These efforts are to improve planning and evaluation of prescribed burns and track and manage infrastructure inventory, repair, and maintenance activities for District lands. The overall decrease in budget from FY 2015-2016 to the FY 2016-2017 Tentative Budget is due to the completion of inventories of all pine timber resources on District lands and fewer needs for software, hardware, and measuring equipment.

Budget Variances

The FY 2016-2017 Tentative Budget reflects a slight increase in Salaries and Benefits (2.9 percent), and Other Personal Services (4.5 percent). Both adjustments are primarily due to the reallocation of Lands staff from FDOT mitigation properties to other District lands for habitat restoration activities, as well as the allocation of IT and other District staff who assist with land management activities. Contracted Services reflects a 0.6 percent increase primarily to cover contractual costs related to security, land improvements, and planning services for management of District lands.

Operating Expenses decrease by 12.8 percent, due to the completion of major sign purchases and their installation on District lands. Operating Capital Outlay decreases by 24.8 percent to reflect the removal of nonrecurring budget in FY 2015-2016 for an F550 flatbed truck and several all-terrain/utility task vehicles for land management activities. Funds remain for the purchase of two replacement trucks and one special purpose vehicle. Funds for a replacement truck in the pool vehicle budget have also been added in FY 2016-2017. The Fixed Capital Outlay decrease of 6.3 percent is due to a transfer of budget to Activity 2.6 for the Seven Runs streambank restoration project.

Major Budget Items

Salaries and Benefits (\$1,358,291) continue to be the foundation for supporting this program's budget. This is followed by Operating Expenses at \$1,103,209, which includes day-to-day expenditures for land management, facilities, fleet services, and technology and information services.

Northwest Florida Water Management District

REDUCTIONS - NEW ISSUES

3.0 Operation and Maintenance of Lands and Works Fiscal Year 2016-17

Tentative Budget - August 1, 2016

	FY 2015-16 Budget	(Amended)	17.90	\$	3,905,175
	Reductions	(2 111101101000)			.,,
Issue	Description	Issue Amount	Workforce	Cate	egory Subtotal
Salaries and Be	nefits				30,666
1 1	of salaries and benefits between the Land Division and	30,626			
2 Salary & bendary facility	efit costs associated with monitoring the Lake Jackson	40			
Other Personal	Services				-
Contracted Serv	rices				121,507
	f land management plan for Brunson and land	41,750			·
management	database nearing completion	,			
	, chemical site preparation, and sand pine eradication	27,000			
	on of existing IT budget across programs	22,577			
	f budget for beaver/hog control to Land Division	20,000			
-	ervices budget in Facilities Section	5,260			
	ements at Chipola River WMA	4,920			004.000
Operating Exper					291,089
	f District signs initiative on District land	120,125			
	repair supplies for roads on District land	30,200			
11 Security syst Section	em expenses (deemed unnecessary) in Facilities	30,000			
12 Reallocation	of Ethernet expenses across all IT projects	21,259			
	on of existing IT budget across programs	15,712			
14 Distribution o areas	f auto insurance from Fleet Services to other program	14,510			
15 Fuel and lubr	icants	10,250			
16 Tubelings and	d seedlings for Chipola River WMA	8,950			
machines, re repair and ma	pair and maintenance for administrative equipment, aintenance for administrative equipment, aintenance for copiers, legal ads, computer supplies, other vehicle supplies and shop supplies	8,495			
	d technical supplies for Land Division	7,500			
	services and printing of posters for Phipps Park	7,500			
20 Utilities for Ma	arianna Field Office	6,700			
21 Computer so	ftware for land management database	4,800			
22 Landscape tr	ees and shrubs at recreation sites	2,500			
23 Office furnitu	re and equipment for Land Division offices	2,000			
24 Repair and m	aintenance at recreation sites	390			
25 Operating Ex	pense general reduction to Facilities Section	148			
26 Fuel costs as	sociated with monitoring the Lake Jackson facility	50			
Operating Capita	al Outlay				84,479
	nent for Land Division	50,000			
	ose vehicle for Land Division	13,000			
	on of existing IT budget across programs	10,479			
30 Forge units for	or land management database	8,000			
31 Computer ha	rdware purchases by Land Mangement Division	3,000			
Fixed Capital Ou	utlay				40,000
Runs stream	udget between activities to build a pavilion for Seven bank restoration project, and reduced need for pavilions nents at the Blackwater River and Econfina Creek	40,000			
•	enditures (Cooperative Funding)				_
Debt	chanaires (Cooperative Fullding)				
Reserves	710.110		2.22		-
TOTAL REDUC	HUNS		0.00		567,741

Northwest Florida Water Management District REDUCTIONS - NEW ISSUES

3.0 Operation and Maintenance of Lands and Works Fiscal Year 2016-17 Tentative Budget - August 1, 2016

	FY 2015-16 Budget	(Amended)	17.90	\$	3,905,175
	New Issues				
Issue	Description	Issue Amount	Workforce	Cate	egory Subtotal
Salari	es and Benefits				68,325
1	Leave payout allocation	31,000			
2	Salary, tax, and benefit adjustments for IT Section	18,175			
3	Realignment of salaries and benefits between the Land Division and	18,162			
4	Resource Management Division				
	Salary, tax, and benefit adjustments for Facilities Section	988			1 504
	Personal Services Realignment of salaries and benefits between the Land Division and				1,594
5	Resource Management Division	1,594			
Contra	acted Services				127,061
6	Land improvements for treatment of climbing fern on 850 acres in	45,000			
	Choctawhatchee River WMA	-10,000			
7	Management consultants for beaver and hog contract, increase to FWC Cooperative Agreement for SHLMB	18,475			
8	Aerial burn at Garcon Point	15,000	•		
9	Security services for FWC enhanced patrol on District land	15,000	•		
10	Other contractual services on District land	12,450	•		
11	Janitorial service improvements	6,045			
12	Surveys for land management issues on District land	6,000			
13	Culvert replacement in marsh at Lake Jackson Facility	3,000			
14	Hazardous tree removal at recreation sites on District land	2,500			
	Title search and insurance for access issues for District land	2,500			
	Legal counsel for review of contracts for Land Management Division	250			
_	Legal counsel for review of contracts and agreements for IT initiatives	841			
Opera	ating Expenses				128,969
18	Repair and maintenance of software for new reservation system and new web site hosting modifications	35,539			
- 10	Air conditioning/heating unit replacement plan and other facility repair	07.150	•		
19	and maintenance costs	27,158			
20	Repair and maintenance at recreation sites on District land	16,750			
	Operating expenses for Land Division, including general postage and				
21	freight, repair and maintenance for vehicles, buildings and equipment, printing and binding, other field and technical supplies, other	15,128			
	operating supplies and building and grounds supplies				
22	Tubelings and seedlings for reforestation for Econfina Creek WMA	15,000			
23	Automobile insurance moved from overhead to project	7,329			
24	Online data services for land management database to move data	3,080			
	and reporting to the cloud				
	Road/bridge repair supplies for roads on District land	2,500 2,152	•		
	Reprioritization of existing IT budget across programs Buildings/contents/general liability insurance	1,083			
	GPS services on Land Management Division trucks	1,083	•		
	Repair and maintenance of field equipment for Land Division	1,000			
	Rentals and leases of equipment for Land Division projects	600			
	GPS service charge to Facilities Section	298			
32	Distribution of auto insurance from Fleet Services to Facilities	282			
	Section				
_	Registration and tag costs for new truck in Facilities Section	50			
Opera	ating Capital Outlay				26,500
34	Replacement of District pool truck which has surpassed both the years and mileage thresholds	25,000			
35	Utility trailer for east region	1,500			
	Capital Outlay	.,200			35,000
	Repair of Lake Victoria Dam at Phipps Park	35,000			30,000
	gency Expenditures (Cooperative Funding)	33,000			
	gency Expericitures (Cooperative Funding)				-
Debt					
Reser		VIEW ICOLIES	0.00		
		NEW ISSUES	0.00		387,449
	peration and Maintenance of Lands and Works				
Total	Workforce and Tentative Budget for FY 2016-17		17.90	\$:	3,724,883

Land Management (Activity 3.1)

This activity involves the maintenance, custodial and restoration efforts for lands acquired through Save Our Rivers, Preservation 2000, Florida Forever, or other land acquisition programs.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

3.1 - Land Management

	Fi	scal Year 2012-13	Fi	scal Year 2013-14	F	iscal Year 2014-15	F	iscal Year 2015-16	Fi	scal Year 2016-17		Difference in \$	% of (Change
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(C	urrent Tentative)	(Current -	- Tentative)
Salaries and Benefits	\$	977,909	\$	1,063,695	\$	1,106,889	\$	1,053,383	\$	1,074,465	\$	21,082		2.0%
Other Personal Services	\$	33,931	\$	32,240	\$	37,765	\$	35,565	\$	37,159	\$	1,594		4.5%
Contracted Services	\$	779,589	\$	557,978	\$	622,563	\$	810,403	\$	870,158	\$	59,755		7.4%
Operating Expenses	\$	486,641	\$	466,297	\$	660,997	\$	836,973	\$	691,690	\$	(145,283)		-17.4%
Operating Capital Outlay	\$	68,736	\$	-	\$	40,350	\$	165,500	\$	104,000	\$	(61,500)		-37.2%
Fixed Capital Outlay	\$	25,449	\$	20,934	\$	17,787	\$	80,000	\$	75,000	\$	(5,000)		-6.3%
Interagency Expenditures (Cooperative Funding)	\$	10,724	\$	8,246	\$	8,000	\$	8,000	\$	8,000	\$	-		0.0%
Debt	\$	-	\$	-	\$	-	\$	-	\$		\$	•		
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
TOTAL	\$	2,382,979	\$	2,149,390	\$	2,494,351	\$	2,989,824	\$	2,860,472	\$	(129,352)	•	-4.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 1,611,225	\$ -	\$ -	\$ -	\$ 1,484,782	\$ -	\$ 3,096,007

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating	Non-operating	
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,074,465	\$ -	\$ 1,074,465
Other Personal Services	\$ 37,159	\$	\$ 37,159
Contracted Services	\$ 784,158	\$ 86,000	\$ 870,158
Operating Expenses	\$ 690,840	\$ 850	\$ 691,690
Operating Capital Outlay	\$ 4,000	\$ 100,000	\$ 104,000
Fixed Capital Outlay	\$ 10,000	\$ 65,000	\$ 75,000
Interagency Expenditures (Cooperative Funding)	\$ 8,000	•	\$ 8,000
Debt	\$ -	\$	\$ -
Reserves - Emergency Response	\$	\$	\$ -

Changes and Trends

Personnel costs fluctuate across the years as staff time moves between mitigation (in Program 2.3), land management, and Lands Division IT projects. Contracted Services shows an increase due to growth in habitat restoration activities. Operating Expenses decrease due to completion of sign purchases and their installation on District lands. Operating Capital Outlay decreases due to a reduced need for the purchase of heavy equipment and a field truck, while Fixed Capital Outlay decreases nominally as the District requires fewer improvements to the Blackwater River WMA, has fewer needs for new pavilions and improvements in the Econfina Creek WMA and transfers budget to Activity 2.6 for the Seven Runs streambank restoration project. (The transfer of budget to the appropriate activity also means a change in fund source, from the District's Land Management Fund focused on land management operations to the Capital Improvement and Land Acquisition Fund for acquisition, construction, and improvement on District lands.)

Budget Variances

The District's FY 2016-2017 Tentative Budget for land management activities decreases by 4.3 percent from FY 2015-2016. Decreases occur across Operating Expenses (17.4 percent), Operating Capital Outlay (37.2 percent), and Fixed Capital Outlay (6.3 percent). These are offset by increases in Salaries and Benefits (2.0 percent), Other Personal Services (4.5 percent), and Contracted Services (7.4 percent). These differences are attributable to staff allocation changes, fewer sign purchases and installations, fewer heavy equipment and vehicle purchases, transfer of Fixed Capital Outlay budget to another activity, and increased contractual costs related to security, land improvements, and planning services.

Major Budget Items

Salaries and Benefits continue to be the main expense for the management and maintenance of District lands at \$1,074,465 of the FY 2016-2017 Tentative Budget. Other key land management budget components consist of Contracted Services at \$870,158, which continues to be essential to the restoration, enhancement, and maintenance of District lands. Examples include law enforcement and security services for resource protection, recreation site cleanup and maintenance services, and cooperative land management services with other agencies, such as FWC. Operating Expenses represent \$691,690 of the program budget, which include day-to-day expenditures for land management operations, maintenance, and repairs.

Works (Activity 3.2)

This activity is responsible for the maintenance of flood control and water supply system infrastructure, such as canals, levees, pump stations, and water control structures. This includes electronic telemetry communication and control activities. This activity is limited to providing for operation and maintenance of the Lake Jackson Regional Stormwater Treatment Facility, the only public work owned by the District.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

3.2 - Works

	Fis	scal Year 2012-13	Fis	scal Year 2013-14	Fi	iscal Year 2014-15	Fi	iscal Year 2015-16	Fis	scal Year 2016-17	Di	ifference in \$	% of 0	Change
		(Actual-Audited)	((Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Curr	ent Tentative)	(Current	- Tentative)
Salaries and Benefits	\$	3,149	\$	814	\$	380	\$	1,872	\$	1,832	\$	(40)		-2.1%
Other Personal Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Contracted Services	\$	2,850	\$	-	\$	-	\$	3,000	\$	6,000	\$	3,000		100.0%
Operating Expenses	\$	393	\$	408	\$	452	\$	550	\$	500	\$	(50)		-9.1%
Operating Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
TOTAL	- \$	6,392	\$	1,222	\$	832	\$	5,422	\$	8,332	\$	2,910		53.7%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 8,731	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,731

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating	Non-operating	
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,832	\$ -	\$ 1,832
Other Personal Services	\$ -	\$ -	\$
Contracted Services	\$ 6,000	\$ -	\$ 6,000
Operating Expenses	\$ 500	\$ -	\$ 500
Operating Capital Outlay	\$ -	\$ -	\$
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ -	\$ -	\$ -
TOTAL	\$ 8,332	\$ -	\$ 8,332

Changes and Trends

Contracted Services, and associated Salaries and Benefits, will fluctuate from year-to-year based on maintenance needs of the facility.

Budget Variances

The budget increases by 53.7 percent, reflecting costs to manage fencing repairs and maintenance of the District's stormwater management facility for FY 2016-2017.

Major Budget Items

The major budget item for this activity is \$6,000 in Contracted Services for fencing repairs.

Facilities (Activity 3.3)

This activity involves the operation and maintenance of District support and administrative buildings and grounds.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

3.3 - Facilities

	Fis	scal Year 2012-13	Fis	scal Year 2013-14	Fi	iscal Year 2014-15	Fi	iscal Year 2015-16	Fi	scal Year 2016-17		Difference in \$	% of Change
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cı	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	108,557	\$	107,218	\$	111,153	\$	117,705	\$	118,693	\$	988	0.8%
Other Personal Services	\$	-	\$	-	\$	-	\$	-	\$		\$	-	
Contracted Services	\$	21,767	\$	21,898	\$	24,054	\$	33,760	\$	34,545	\$	785	2.3%
Operating Expenses	\$	181,736	\$	218,237	\$	161,680	\$	221,568	\$	220,783	\$	(785)	-0.4%
Operating Capital Outlay	\$		\$	2,532	\$	-	\$	3,000	\$	3,000	\$	-	0.0%
Fixed Capital Outlay	\$	-	\$		\$		\$		\$		\$	-	
Interagency Expenditures (Cooperative Funding)	\$		\$		\$	-	\$	-	\$		\$	-	
Debt	\$	-	\$		\$		\$		\$		\$	-	
Reserves - Emergency Response	\$	-	\$		\$		\$	-	\$	-	\$	-	
TOTAL	\$	312,060	\$	349,885	\$	296,887	\$	376,033	\$	377,021	\$	988	0.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$	\$ 3,000

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating	Non-operating		
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL	
Salaries and Benefits	\$ 111,186	\$ 7,507	\$ 11	18,693
Other Personal Services	\$ -	\$ -	\$	-
Contracted Services	\$ 34,545	\$ -	\$ 3	34,545
Operating Expenses	\$ 220,783	\$ -	\$ 22	20,783
Operating Capital Outlay	\$ 3,000	\$ -	\$	3,000
Fixed Capital Outlay	\$ -	\$ -	\$	-
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$	-
Debt	\$ -	\$ -	\$	-
Reserves - Emergency Response	\$ -	\$ -	\$	-
TOTAL	\$ 369,514	\$ 7,507	\$ 37	77,021

Changes and Trends

The budget is for routine maintenance, including staff salaries; outsourced contracts for janitorial, security, major electrical, and plumbing repairs, etc.; and supplies and materials for routine facilities and grounds maintenance. Variances are due to nonrecurring needs, such as major repairs for septic tanks, air conditioning, and plumbing. Higher actual expenses in FY 2013-2014 were due to related renovation costs, such as new carpet and paint. The higher budget in FY 2015-2016 and FY 2016-2017 is for the implementation of a replacement plan for the District Headquarters' 13 central air conditioning/heating units.

Budget Variances

The FY 2016-2017 Tentative Budget includes an increase of 0.8 percent in Salaries and Benefits due to minimal adjustments in personnel costs.

Major Budget Items

Operating Expenses make up \$220,783 or 58.6 percent of the \$377,021 budgeted for this activity. Maintenance and repair costs are the main expenses charged to this category followed by utilities, building insurance, and the phone system. Salaries and Benefits of \$118,693 provide for two full-time positions that handle repairs, maintenance, and management of facilities, grounds, and fleet at District Headquarters and field offices.

Fleet Services (Activity 3.6)

Fleet Services is associated with the on-road vehicles owned by the District and provided for staff use. All costs of the fleet, including repair, maintenance, tires, and fuel, are paid from this category.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17

TENTATIVE BUDGET - Fiscal Year 2016-2017

3.6 - Fleet Services

	Fis	scal Year 2012-13	Fi	scal Year 2013-14	Fi	scal Year 2014-15	Fi	scal Year 2015-16	Fi	scal Year 2016-17		Difference in \$	% of Change
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cı	urrent Tentative)	(Current Tentative
Salaries and Benefits	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Other Personal Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Contracted Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Operating Expenses	\$	30,250	\$	47,451	\$	35,696	\$	47,443	\$	32,441	\$	(15,002)	-31.6
Operating Capital Outlay	\$	-	\$	34,887	\$	-	\$	-	\$	25,000	\$	25,000	
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL	\$	30,250	\$	82,338	\$	35,696	\$	47,443	\$	57,441	\$	9,998	21.1

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating			Non-operating		
		(Recurring - all revenues)	(Non-recurring - all revenues)			TOTAL
Salaries and Benefits	\$	Ē	\$	-	\$	-
Other Personal Services	\$	-	\$	-	\$	-
Contracted Services	\$	-	\$	-	\$	-
Operating Expenses	\$	32,391	\$	50	\$	32,441
Operating Capital Outlay	\$	-	\$	25,000	\$	25,000
Fixed Capital Outlay	\$	-	\$	-	\$	-
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-
Debt	\$	-	\$	-	\$	-
Reserves - Emergency Response	\$	-	\$	-	\$	-
TOTAL	\$	32,391	\$	25,050	\$	57,441

Changes and Trends

Fleet expenses have been consistently steady for the last several years with the exception of nonrecurring Operating Capital Outlay increases. In FY 2013-2014, the District purchased a new sports utility vehicle and in FY 2016-2017, the District plans to replace a truck. Both are pool vehicles available for Districtwide use. The decrease in Operating Expenses for FY 2016-2017 is due to the transfer of the vehicle insurance budget to other divisions so charges are properly reflected in the divisions using the vehicles. This decrease may diminish over time as more repairs may be necessary as the District's 10 pool vehicles' age and mileage increase.

Budget Variances

The decrease in Operating Expenses for FY 2016-2017 is due to the transfer of the vehicle insurance budget to other divisions so charges are reflected in the divisions using the vehicles. The increase in Operating Capital Outlay of \$25,000 is to replace one of the District's pool vehicles, a 12-year old truck with more than 150,000 miles.

Major Budget Items

With the exception of the occasional vehicle purchase, Fleet Services consists of the Operating Expenses budget (\$32,441) for maintenance and repair, global positioning management system coverage, and fuel costs.

Technology and Information Services (Activity 3.7)

This activity includes items associated with technology and information services. Costs include communications; software; computer supplies; computer equipment and other information processing equipment; and Salaries and Benefits associated with database modifications and upgrades.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

3.7 - Technology and Information Services

	Fi	scal Year 2012-13	Fi	scal Year 2013-14	Fi	iscal Year 2014-15	F	iscal Year 2015-16	Fi	scal Year 2016-17	Di	fference in \$	% of (Change
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Curre	ent Tentative)	(Current	- Tentative)
Salaries and Benefits	\$	12,135	\$	4,512	\$	121,309	\$	147,672	\$	163,301	\$	15,629		10.6%
Other Personal Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Contracted Services	\$	19,994	\$	128,887	\$	125,522	\$	114,546	\$	56,560	\$	(57,986)		-50.6%
Operating Expenses	\$	1,699	\$	104,412	\$	110,468	\$	158,795	\$	157,795	\$	(1,000)		-0.6%
Operating Capital Outlay	\$	-	\$	42,130	\$	56,093	\$	65,440	\$	43,961	\$	(21,479)		-32.8%
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$			
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Reserves - Emergency Response	\$	-	\$		\$	-	\$	-	\$	-	\$	-		
TOTAL	\$	33,828	\$	279,941	\$	413,392	\$	486,453	\$	421,617	\$	(64,836)		-13.3%

SOURCE OF FUNDS	District Revenu	S	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 406	132 \$	50,779	\$ -	\$ -	\$ -	\$ -	\$ 457,211

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

		Operating	Non-operating			
	(Recurring - all revenues)		(Non-recurring - all revenues)			TOTAL
Salaries and Benefits	\$	163,301	\$	-	\$	163,301
Other Personal Services	\$	-	\$		\$	
Contracted Services	\$	26,560	\$	30,000	\$	56,560
Operating Expenses	\$	147,595	\$	10,200	\$	157,795
Operating Capital Outlay	\$	35,961	\$	8,000	\$	43,961
Fixed Capital Outlay	\$	-	\$	-	\$	
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	
Debt	\$	-	\$	-	\$	
Reserves - Emergency Response	\$		\$		\$	
TOTAL	\$	373,417	\$	48,200	\$	421,617

Changes and Trends

Starting in FY 2014-2015, the IT budget was distributed across program areas to share in the cost of recurring IT-related expenses, e.g., licensing, software maintenance, and IT staff time. After a couple of years of major IT investments, the focus is changing to primarily be in a maintenance and support mode and the District will use and maintain this technology to provide solutions that meet the business needs of the organization.

Unique to this program is a multi-year project to develop and support a land management database. The development of this database is vital to the efficient and effective management of District lands, especially to help determine the long-term growth and yield of pine and accessible mixed bottomland hardwood timber resources, which provide revenue generation that helps fund the District's land management program.

Beginning in FY 2015-2016 and continuing into FY 2016-2017, the District plans to upgrade to a Forest Information Dashboard system. Under the new system, land management database information will be uploaded daily for easier data access and storage and the system will provide enhanced web-based reporting, analytics, and mapping capabilities.

Budget Variances

The overall decrease from FY 2015-2016 to FY 2016-2017 of 13.3 percent is due to the completion of inventories of all pine timber resources on District lands which equates to less IT assistance, costly upgrades, development, and replacements. Salaries and Benefits increase by 10.6 percent as part of the effort to evaluate and consider the implementation of a pine harvest allocation program.

Major Budget Items

Major budget items are Salaries and Benefits (\$163,301) for IT staff time and Operating Expenses (\$157,795) for online data services, software, and server maintenance costs.

Regulation (Program 4.0)

This program includes water use permitting; water well permitting; water well contractor licensing; environmental resource and surface water management permitting; permit administration, compliance and enforcement; and any delegated regulatory program.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

4.0 Regulation

	Fi	scal Year 2012-13	Fi	scal Year 2013-14	F	iscal Year 2014-15	Fi	iscal Year 2015-16	Fi	scal Year 2016-17		Difference in \$	% of C	Change
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(C	urrent Tentative)	(Current	Tentative)
Salaries and Benefits	\$	2,273,321	\$	2,248,676	\$	2,459,403	\$	2,648,940	\$	2,651,425	\$	2,485		0.1%
Other Personal Services	\$	77,691	\$	193,620	\$	208,088	\$	263,700	\$	256,453	\$	(7,247)		-2.7%
Contracted Services	\$	159,240	\$	161,087	\$	240,998	\$	240,053	\$	186,121	\$	(53,932)		-22.5%
Operating Expenses	\$	451,365	\$	572,794	\$	468,386	\$	636,545	\$	653,511	\$	16,966		2.7%
Operating Capital Outlay	\$	-	\$	68,341	\$	94,399	\$	92,892	\$	126,922	\$	34,030		36.6%
Fixed Capital Outlay	\$	7,138	\$	-	\$	-	\$	-	\$	-	\$	-		
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
TOTA	L \$	2,968,755	\$	3,244,518	\$	3,471,274	\$	3,882,130	\$	3,874,432	\$	(7,698)		-0.2%

SOURCE OF FUNDS

Fiscal Year 2016-17

	Di	strict Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Fe	ederal Revenues	TOTAL
Salaries and Benefits	\$	1,341,383	\$ -	\$ -	\$ -	\$ 1,310,042	\$	-	\$ 2,651,425
Other Personal Services	\$	50,188	\$ -	\$ -	\$ -	\$ 206,265	\$	-	\$ 256,453
Contracted Services	\$	181,121	\$ -	\$ -	\$ -	\$ 5,000	\$	-	\$ 186,121
Operating Expenses	\$	301,553	\$ -	\$ -	\$ -	\$ 351,958	\$	-	\$ 653,511
Operating Capital Outlay	\$	-	\$ -	\$ -	\$ -	\$ 126,922	\$	-	\$ 126,922
Fixed Capital Outlay	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Interagency Expenditures (Cooperative Funding)	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Debt	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Reserves - Emergency Response	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
TOTAL	\$	2,271,748	\$ -	\$ -	\$ -	\$ 2,236,492	\$	-	\$ 4,508,240

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	32.0	\$ 1,820,684	\$ 2,628,595	\$ 22,830	\$ 2,651,425
Other Personal Services	5.0	\$ 194,907	\$ 256,453	\$ -	\$ 256,453
Contracted Services		\$ -	\$ 186,121	\$ -	\$ 186,121
Operating Expenses			\$ 653,511	\$ -	\$ 653,511
Operating Capital Outlay			\$ 74,922	\$ 52,000	\$ 126,922
Fixed Capital Outlay			-	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ -	\$ -	\$ -
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 3,799,602	\$ 74,830	\$ 3,874,432

WORKFORCE

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17

WORKFORCE CATEGORY				(AmendedTentative) 2015-2016 to 2016-2017			
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Difference	% Change
Authorized Positions	36.0	33.0	32.0	32.0	32.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	3.0	5.0	5.0	5.0	5.0	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	39.0	38.0	37.0	37.0	37.0	0.0	0.00%

Changes and Trends

The e-Permitting and e-Regulatory automated database is operational for Water Use Permitting and Environmental Resource and Surface Water Permitting. This enables the District's customers to apply for new permits, check the status of permit applications, and access information about existing permits using the Internet from their home or office. Staff is able to evaluate applications and manage the permitting process in a shared database environment which has greatly increased efficiency. Water Well Construction Permitting is scheduled to be functioning in FY 2016-2017.

Budget Variances

The main variance for this program includes a decrease in Contracted Services (22.5 percent) to align the budget closer to historical actuals. The increase in Operating Capital Outlay (36.6 percent) is due to the planned replacement of two field inspector trucks.

Major Budget Items

The Regulatory Program's major budget categories are Salaries and Benefits (\$2,651,425) and Other Personal Services (\$256,453), which supports three significant functions: Water Use Permitting; Environmental Resource Permitting, including the District's Dam Safety Inspection Program; and Well Construction Permitting. Staff is able to respond to questions from the public, review and grant permit applications, issue recommendations, assist customers in complying with permit conditions, and pursue enforcement if needed. Operating Expenses are another major budget category (\$653,511), which includes the expenses related to the field offices including rent and lease, phones, and utilities.

Northwest Florida Water Management District

REDUCTIONS - NEW ISSUES

4.0 Regulation Fiscal Year 2016-17 Tentative Budget - August 1, 2016

FY 2015-16 Budg	et (Amended)	37.00	\$ 3,882	2,130
Reduc	•		,	,
Issue Description	Issue Amount	Workforce	Category Sub	total
Salaries and Benefits				15,769
Removal of excess budget, employee benefit selection	45,769			
adjustments, and reallocation of hours across projects	,			7 0 4 7
Other Personal Services 2 Removal of excess budget	7,247			7,247
Contracted Services	1,241			3,465
3 E-permitting payment portal expenses	63,465			JO, 1 00
Operating Expenses	33,133			4,582
4 Reprioritization of existing IT budget across programs	3,441			,
5 Reallocation of Ethernet expenses across all IT projects	1,141			
Operating Capital Outlay	_		1	7,970
6 Reprioritization of existing IT budget across programs	17,970			
Fixed Capital Outlay				
Interagency Expenditures (Cooperative Funding)				-
Debt				-
Reserves				-
TOTA	L REDUCTIONS	0.00	139	9,033
New I	ssues			
Issue Description	Issue Amount	Workforce	Category Sub	total
Salaries and Benefits			4	18,254
Salary, tax, and benefit adjustments for Regulatory Services	44,231			
Section 2 Salary, tax, and benefit adjustments for IT Section	4,023			
Other Personal Services	1,020			-
Contracted Services				9,533
3 Reprioritization of existing IT budget across programs	6,851			-,
Legal counsel for review of contracts and agreements for IT	1,682			
initiatives				
5 Align legal counsel expense with actual expenditures	1,000			1 5 4 0
Operating Expenses Bandwidth increase for Headquarters and field offices,				21,548
6 connectivity to St. Johns River Water Management District, and repair and maintenance for software purchased in FY 2015-2016	12,537			
7 Reprioritization of existing IT budget across programs	6,475			
Redistribution of postage allocation from Division of 8 Administration to Regulatory Services and additon of copier lease budget	2,536			
Operating Capital Outlay			5	52,000
9 Replacement of two trucks for well construction inspectors	52,000			
Fixed Capital Outlay				_
Interagency Expenditures (Cooperative Funding)				-
Debt				-
Reserves				-
	AL NEW ISSUES	0.00	131	,335
4.0 Regulation Total Workforce and Tentative Budget for FY 2016-1	7	37.00	\$ 3,874,	432

Consumptive Use Permitting (Activity 4.1)

Consumptive Use Permitting includes the review, issuance, renewal, and enforcement of water use permits. The terms Consumptive Use Permitting (CUP) and Water Use Permitting (WUP) are used interchangeably throughout the document.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

4.1 - Consumptive Use Permitting

	Fis	cal Year 2012-13	Fis	scal Year 2013-14	Fi	scal Year 2014-15	Fi	scal Year 2015-16	Fiscal '	Year 2016-17	Differ	ence in \$	% of C	hange
		(Actual-Audited)	((Actual-Audited)		(Actual-Audited)	(Current-Amended)	(1	entative)	(Current	Tentative)	(Current	Tentative)
Salaries and Benefits	\$	470,119	\$	532,811	\$	567,402	\$	587,913	\$	542,947	\$	(44,966)		-7.6%
Other Personal Services	\$	26,541	\$	5,128	\$	5,732	\$	24,005	\$	25,722	\$	1,717		7.2%
Contracted Services	\$	58,251	\$	1,016	\$	-	\$	2,500	\$	2,500	\$			0.0%
Operating Expenses	\$	20,039	\$	11,163	\$	9,701	\$	15,230	\$	17,835	\$	2,605		17.1%
Operating Capital Outlay	\$	-	\$	-	\$	-	\$		\$	-	\$			
Fixed Capital Outlay	\$	-	\$		\$		\$		\$	-	\$			
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$		\$	-	\$			
Debt	\$	-	\$		\$		\$		\$	-	\$			
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$		\$	-	\$	-		
TOTAL	\$	574,950	\$	550,118	\$	582,835	\$	629,648	\$	589,004	\$	(40,644)		-6.5%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 712,953		\$ -	\$ -	\$ -	\$ -	\$ 712,953

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating Non-operating	
	(Recurring - all revenues) (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 535,337 \$ 7,610	\$ 542,947
Other Personal Services	\$ 25,722 \\$ -	\$ 25,722
Contracted Services	\$ 2,500 \$ -	\$ 2,500
Operating Expenses	\$ 17,835 \$ -	\$ 17,835
Operating Capital Outlay	- \$	\$
Fixed Capital Outlay	\$ - \$	\$
Interagency Expenditures (Cooperative Funding)	\$ - \$	\$ -
Debt	- \$	\$ -
Reserves - Emergency Response	\$ - \$	\$ -
TOTAL	\$ 581,394 \$ 7,610	\$ 589,004

Changes and Trends

The District continues to work with DEP to increase regulatory consistency in the WUP program. WUP has acquired an e-Permitting capability which has improved response time and overall staff productivity.

Budget Variances

For FY 2016-2017, the Tentative Budget decreases by 6.5 percent from FY 2015-2016. The 7.6 percent decrease in Salaries and Benefits is due to reallocation of staff time within the Division and salary adjustments. Operating Expenses increase by 17.1 percent due to expenses associated with permit ads and general postage fees. The latter historically has been funded in Program 6.0, but has been distributed across programs to more accurately reflect expenses in the program from which they are expended.

Major Budget Items

Salaries and Benefits (\$542,947) and Other Personal Services (\$25,722) make up the majority of this activity's expenses, providing staff to answer questions from the public, review applications, issue recommendations, and enforce permit conditions.

Water Well Construction Permitting and Contractor Licensing (Activity 4.2)

The Water Well Program includes the review, issuance, and enforcement of water well permits and the regulation of contractor licensing.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

4.2 - Water Well Construction Permitting and Contractor Licensing

	Fi	scal Year 2012-13	Fis	scal Year 2013-14	Fi	scal Year 2014-15	Fi	scal Year 2015-16	Fis	scal Year 2016-17	Difference in \$		% of Change
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cı	ırrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	576,046	\$	601,336	\$	652,186	\$	713,428	\$	724,300	\$	10,872	1.5%
Other Personal Services	\$	11,798	\$	17,996	\$	7,577	\$	24,005	\$	24,466	\$	461	1.9%
Contracted Services	\$	15,486	\$	9,625	\$	2,750	\$	62,500	\$	62,500	\$		0.0%
Operating Expenses	\$	96,721	\$	8,820	\$	7,765	\$	13,030	\$	14,129	\$	1,099	8.4%
Operating Capital Outlay	\$	-	\$	-	\$		\$		\$	-	\$		
Fixed Capital Outlay	\$	1,735	\$	-	\$		\$		\$	-	\$		
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$		\$		\$	-	\$		
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$		
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$		
TOTA	\$	701,786	\$	637,777	\$	670,278	\$	812,963	\$	825,395	\$	12,432	1.5%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 779,349	\$ -	\$ -	\$ -	\$ 209,249	\$ -	\$ 988,598

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating	Non-operating	
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 716,690	\$ 7,610	\$ 724,300
Other Personal Services	\$ 24,466	\$	\$ 24,466
Contracted Services	\$ 62,500	\$ -	\$ 62,500
Operating Expenses	\$ 14,129	\$ -	\$ 14,129
Operating Capital Outlay	-	\$ -	\$ -
Fixed Capital Outlay	-	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	-	\$ -	\$ -
Debt	-	\$ -	\$ -
Reserves - Emergency Response	-	\$ -	\$ -
TOTAL	\$ 817,785	\$ 7,610	\$ 825,395

Changes and Trends

Water Well Construction continues its effort to improve customer service by developing an e-Permitting well construction and contractor licensing system with the SJRWMD and SRWMD.

Budget Variances

For FY 2016-2017, the Tentative Budget increases by 1.5 percent over FY 2015-2016. An increase of 1.5 percent in Salaries and Benefits is due to the reallocation of time across the program. An increase of 1.9 percent in Other Personal Services is due to benefit adjustments. The increase of 8.4 percent in Operating Expenses is due to the general postage budget being transferred from Program 6.0 and distributed across programs to more accurately reflect expenses in the program from which they are expended.

Major Budget Items

Salaries and Benefits (\$724,300) and Other Personal Services (\$24,466) make up the majority of this activity's expenses, providing staff to answer questions from the public, review applications, issue recommendations, and enforce permit conditions.

Environmental Resource and Surface Water Permitting (Activity 4.3)

The District implements the permitting, compliance monitoring, and enforcement activities of surface water regulation programs, including: Environmental Resource Permitting; Regulation of Agricultural and Forestry Surface Water Management Projects; Works of the District; and Dam Safety.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

4.3 - Environmental Resource and Surface Water Permitting

	Fis	cal Year 2012-13	Fis	cal Year 2013-14	Fi	iscal Year 2014-15	Fis	scal Year 2015-16	Fiscal Year 2016	3-17	Difference in \$	% of Change
		(Actual-Audited)	()	Actual-Audited)		(Actual-Audited)	((Current-Amended)	(Tentative)		(Current Tentative)	(Current Tentative)
Salaries and Benefits	\$	1,206,522	\$	1,102,512	\$	1,033,997	\$	1,117,686	\$ 1,150	242	\$ 32,556	2.9%
Other Personal Services	\$	39,019	\$	170,496	\$	194,779	\$	215,690	\$ 206	,265	\$ (9,425)	-4.4%
Contracted Services	\$	85,503	\$	2,686	\$	4,754	\$	68,465	\$ 5	,000	\$ (63,465)	-92.7%
Operating Expenses	\$	329,267	\$	18,979	\$	17,123	\$	30,299	\$ 27	,060	\$ (3,239)	-10.7%
Operating Capital Outlay	\$	-	\$	-	\$	=	\$	-	\$	-	\$ -	
Fixed Capital Outlay	\$	5,403	\$	-	\$	=	\$	-	\$	-	\$ -	
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	
Debt	\$	-	\$	-	\$	-	\$	-	\$		\$ -	
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$ -	
TOTAL	\$	1,665,714	\$	1,294,673	\$	1,250,653	\$	1,432,140	\$ 1,388	,567	\$ (43,573)	-3.0%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 159,800	\$ -	\$ -	\$ -	\$ 1,524,434	\$ -	\$ 1,684,234

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

		Operating	Non-operating	
		(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$	1,142,632	\$ 7,610	\$ 1,150,242
Other Personal Services	\$	206,265	\$ -	\$ 206,265
Contracted Services	\$	5,000	\$ -	\$ 5,000
Operating Expenses	\$	27,060	\$ -	\$ 27,060
Operating Capital Outlay	\$	-	\$ -	\$ -
Fixed Capital Outlay	\$	-	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$	-	\$ -	\$ -
Debt	\$	-	\$ -	\$ -
Reserves - Emergency Response	\$	-	\$ -	\$ -
TOTAL	\$	1,380,957	\$ 7,610	\$ 1,388,567

Changes and Trends

Environmental Resource Permitting (ERP) continues to decrease permitting time for applicants. The implementation of the new database system should enable process improvement and streamlining to continue.

Budget Variances

For FY 2016-2017, the Tentative Budget decreases by 3.0 percent from FY 2015-2016. Salaries and Benefits increase 2.9 percent due to reallocation of staff time across this program. Other Personal Services decrease by 4.4 percent due to the removal of excess budget. Decreases in Contracted Services (92.7 percent) and Operating Expenses (10.7 percent) are due to aligning budget closer to actual expenditures.

Major Budget Items

Salaries and Benefits (\$1,150,242) and Other Personal Services (\$206,265) make up the majority of this activity's expenses, providing staff to answer questions from the public, review applications, issue recommendations, inspect proposed stormwater construction in the field, and enforce permit conditions.

Other Regulatory and Enforcement Activities (Activity 4.4)

This activity includes other regulatory service activities not associated with a specific permit and support for the regulatory activities. Costs include legal counsel; administrative hearings; office space rentals and associated costs; equipment rental; vehicle fuel and maintenance; and telecommunications expenses related to the District's regulatory functions.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

4.4 - Other Regulatory and Enforcement Activities

	Fis	scal Year 2012-13	Fi	scal Year 2013-14	Fi	scal Year 2014-15	Fi	scal Year 2015-16	Fi	scal Year 2016-17		Difference in \$	% of Change
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cı	ırrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	15,924	\$		\$	-	\$		\$	-	\$	-	
Other Personal Services	\$	333	\$		\$		\$		\$	-	\$	-	
Contracted Services	\$	-	\$	96,312	\$	77,803	\$	62,000	\$	63,000	\$	1,000	1.6%
Operating Expenses	\$	15	\$	245,925	\$	238,633	\$	275,718	\$	277,789	\$	2,071	0.8%
Operating Capital Outlay	\$	-	\$		\$		\$		\$	52,000	\$	52,000	
Fixed Capital Outlay	\$		\$		\$		\$		\$	-	\$	-	
Interagency Expenditures (Cooperative Funding)	\$	-	\$		\$		\$		\$	-	\$	-	
Debt	\$		\$		\$		\$		\$	-	\$		
Reserves - Emergency Response	\$	-	\$		\$		\$		\$	-	\$	-	
TOTAL	\$	16,272	\$	342,237	\$	316,436	\$	337,718	\$	392,789	\$	55,071	16.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 155,643	\$ -	\$ -	\$ -	\$ 237,146	\$ -	\$ 392,789

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

		Operating	Non-operating	
		(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$	-	\$ -	\$
Other Personal Services	\$	-	\$	\$
Contracted Services	\$	63,000	\$	\$ 63,000
Operating Expenses	\$	277,789	\$	\$ 277,789
Operating Capital Outlay	\$		\$ 52,000	\$ 52,000
Fixed Capital Outlay	\$	-	\$ -	\$
Interagency Expenditures (Cooperative Funding)	\$		\$	\$
Debt	\$	-	\$ -	\$
Reserves - Emergency Response	\$		\$	\$
TOTAL	\$	340,789	\$ 52,000	\$ 392,789

Changes and Trends

Budget was first approved for this activity in FY 2012-2013, even though general program operational expenses not associated with a specific permit activity had been charged to the activity. Over the last several years, the alignment of budget to actual expenditures has improved such that there is more consistency in the figures.

Budget Variances

The FY 2016-2017 Tentative Budget increases by 16.3 percent over FY 2015-2016 as a result of transitioning to leased copy machines, increase in legal expenses, and the purchase of two new inspector trucks. Contracted Services increase 1.6 percent from aligning legal expenses closer to actuals. Operating Expenses increase by 0.8 percent due to copy machine leases, auto insurance, and the alignment of utilities closer to actuals. The \$52,000 increase in Operating Capital Outlay is due to the replacement of two high-mileage Well Construction Inspector trucks.

Major Budget Items

The major budget item for this activity is Operating Expenses (\$277,789). The largest costs are for the Crestview and Carr field offices' lease payments and fuel for field inspectors to perform customer assistance and compliance site visits.

Technology and Information Services (Activity 4.5)

This activity includes items associated with technology and information services. Costs include communications; software; computer supplies; computer equipment and other information processing equipment; and Salaries and Benefits associated with database modifications and upgrades.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

4.5 - Technology and Information Services

	Fis	cal Year 2012-13	Fis	scal Year 2013-14	Fi	iscal Year 2014-15	Fi	iscal Year 2015-16	Fi	scal Year 2016-17		Difference in \$	% of Change
	(Actual-Audited)	((Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cı	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	4,710	\$	12,017	\$	205,818	\$	229,913	\$	233,936	\$	4,023	1.7%
Other Personal Services	\$	-	\$	-	\$	-	\$	-	\$		\$	-	
Contracted Services	\$	-	\$	51,448	\$	155,691	\$	44,588	\$	53,121	\$	8,533	19.1%
Operating Expenses	\$	5,323	\$	287,907	\$	195,164	\$	302,268	\$	316,698	\$	14,430	4.8%
Operating Capital Outlay	\$	-	\$	68,341	\$	94,399	\$	92,892	\$	74,922	\$	(17,970)	-19.3%
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$		\$	-	
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$		\$	-	
Debt	\$	-	\$	-	\$	-	\$	-	\$		\$	-	
Reserves - Emergency Response	\$		\$	-	\$	-	\$	-	\$	-	\$	-	•
TOTAL	\$	10,033	\$	419,713	\$	651,072	\$	669,661	\$	678,677	\$	9,016	1.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 464,003	\$ -	\$ -	\$ -	\$ 265,663	\$ -	\$ 729,666

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating	Non-operating	
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 233,936	\$ -	\$ 233,936
Other Personal Services	\$ -	\$ -	\$ -
Contracted Services	\$ 53,121	\$ -	\$ 53,121
Operating Expenses	\$ 316,698	\$ -	\$ 316,698
Operating Capital Outlay	\$ 74,922	\$ -	\$ 74,922
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$ -	\$ -	\$ -
Debt	\$ -	\$ -	\$ -
Reserves - Emergency Response	\$ •	\$ -	\$ -
TOTAL	\$ 678,677	\$ -	\$ 678,677

Changes and Trends

Starting in FY 2014-2015, the IT budget was distributed across program areas to share in the cost of recurring IT-related expenses, e.g., licensing, software maintenance, and IT staff time. After a couple of years of major IT investments, the focus is changing to primarily be in a maintenance and support mode. The District will use and maintain this technology to provide solutions that meet the business needs of the organization.

Budget Variances

The reductions proposed in FY 2016-2017 for Operating Capital Outlay of 19.3 percent reflect the nonrecurring nature of hardware and software purchases; the focus has transitioned to maintenance and less costly upgrades, development, and replacements. An increase of 19.1 percent in Contracted Services is attributed to permitting database support and maintenance needs.

Major Budget Items

Operating Expenses (\$316,698) and Salaries and Benefits (\$233,936) make up the majority of this activity's budget. These items address staff time to support the Regulatory Program's IT needs, online data services and software and server maintenance costs, as well as annual replacement of desk-tops, wireless devices, and monitors.

Outreach (Program 5.0)

This program includes environmental education activities such as water conservation campaigns and water resource education; public information activities; lobbying activities relating to local, regional, state, and federal governmental affairs; and all public relations activities, including related public service announcements and media events.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

5.0 Outreach

	Fis	scal Year 2012-13	Fis	scal Year 2013-14	Fi	iscal Year 2014-15	Fi	iscal Year 2015-16	Fi	scal Year 2016-17		Difference in \$	% of Change
		(Actual-Audited)	(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(C	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	116,199	\$	125,654	\$	140,590	\$	154,630	\$	154,140	\$	(490)	-0.3%
Other Personal Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Contracted Services	\$	2,880	\$	3,727	\$	9,235	\$	10,000	\$	4,775	\$	(5,225)	-52.3%
Operating Expenses	\$	2,012	\$	6,569	\$	4,478	\$	15,694	\$	19,300	\$	3,606	23.0%
Operating Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL	\$	121,091	\$	135,950	\$	154,303	\$	180,324	\$	178,215	\$	(2,109)	-1.2%

SOURCE OF FUNDS

Fiscal Year 2016-17

	Di	strict Revenues	Fund Balance	Debt	Local Revenues	State Revenues	F	ederal Revenues	TOTAL
Salaries and Benefits	\$	154,140	\$ -	\$ -	\$ -	\$ -	\$	-	\$ 154,140
Other Personal Services	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Contracted Services	\$	4,775	\$ -	\$ -	\$ -	\$ -	\$	-	\$ 4,775
Operating Expenses	\$	19,300	\$ -	\$ -	\$ -	\$ -	\$	-	\$ 19,300
Operating Capital Outlay	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Fixed Capital Outlay	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Interagency Expenditures (Cooperative Funding)	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Debt	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Reserves - Emergency Response	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
TOTAL	\$	211,812	\$ -	\$ -	\$ -	\$ -	\$	-	\$ 211,812

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Workforce	Rate (Salary without benefits)		Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	2.0	\$ 104,5	01 \$	154,140	\$ -	\$ 154,140
Other Personal Services	0.0	\$ -	\$	-	\$ -	\$ -
Contracted Services	-	\$ -	\$	\$ 4,775	\$ -	\$ 4,775
Operating Expenses			\$	19,300	\$ -	\$ 19,300
Operating Capital Outlay			\$	-	\$ -	\$ -
Fixed Capital Outlay			\$	-	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$	-	\$ -	\$ -
Debt			\$	-	\$ -	\$ -
Reserves - Emergency Response			\$	-	\$ -	\$ -
TOTAL			\$	178,215	\$ -	\$ 178,215

WORKFORCE

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17

WORKFORCE CATEGORY			Fiscal Year			(Amended- 2015-2016 to	,
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Difference	% Change
Authorized Positions	2.0	2.0	2.0	2.0	2.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	0.0	0.0	0.0	0.0	0.0	0.0	
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	
TOTAL WORKFORCE	2.0	2.0	2.0	2.0	2.0	0.0	0.0%

Changes and Trends

Outreach, Program 5.0, has the smallest budget across the 6 programs. Key changes over the years include: (1) an increase in Salaries and Benefits budget in FY 2015-2016 due to hiring a more experienced Communications Specialist; (2) an increase in Contracted Services in FY 2014-2015 due to new subscription costs to a governmental research and legislative monitoring website; and (3) an increase in Operating Expenses in FY 2015-2016 that mainly reflects available budget set aside for printing and copying. In prior years, the District had a large inventory of posters and brochures that were printed for water conservation and water resource educational events. As this inventory declines, more will be produced with this budget.

Budget Variances

The changes in FY 2016-2017 are either from eliminating unnecessary budget or from transferring budget between expense categories to record purchases being made from the appropriate category.

Major Budget Items

Salaries and Benefits (\$154,140) is the major budget category in this program that funds two employees, a Communications Director and Communications Specialist, who work full-time handling public information activities for the District.

Northwest Florida Water Management District

REDUCTIONS - NEW ISSUES

5.0 Outreach Fiscal Year 2016-17 Tentative Budget - August 1, 2016

FY 2015-16 R	udget (Amended)	2.00	\$ 180,324
	luctions	2.00	Ψ 100,024
Issue Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits	1990C AHOUNT	WOINIOICE	3,942
1 Removal of excess budget	3,942		0,012
Other Personal Services			_
Contracted Services			5,225
Transfer Lobby Tools expense from Contracted Services Operating Expenses category	to 5,225		-, -
Operating Expenses			1,619
3 Travel and supplies	1,619		
Operating Capital Outlay			-
Fixed Capital Outlay			-
Interagency Expenditures (Cooperative Funding)			-
Debt			-
Reserves			-
T	OTAL REDUCTIONS	0.00	10,786
Nev	v Issues		
Issue Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits			3,452
1 Benefit rate adjustments	3,452		
Other Personal Services			-
Contracted Services			-
Operating Expenses			5,225
Transfer Lobby Tools expense to Operating Expenses fro Contracted Services category	om 5,225		
Operating Capital Outlay			-
Fixed Capital Outlay			-
Interagency Expenditures (Cooperative Funding)			-
Debt			-
Reserves			-
	OTAL NEW ISSUES	0.00	8,677
5.0 Outreach			
Total Workforce and Tentative Budget for FY	2016-17	2.00	\$ 178,215

Public Information (Activity 5.2)

The District's public information programs are designed to assist and inform local governments, other agencies and the general public about regional water issues. The primary goal is to enhance public awareness, understanding, and participation in comprehensive water resource management. This activity includes a general public awareness program for the SWIM program; preparation, printing, and distribution of brochures, booklets, and materials on the District's water conservation and protection programs; and public noticing of water management district decision-making, Governing Board meetings, and budgetary information.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

5.2 - Public Information

	Fis	scal Year 2012-13	Fis	scal Year 2013-14	Fis	scal Year 2014-15	Fi	scal Year 2015-16	Fis	scal Year 2016-17		Difference in \$	% of Change
		(Actual-Audited)	((Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cı	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	116,199	\$	125,654	\$	140,590	\$	154,630	\$	154,140	\$	(490)	-0.3%
Other Personal Services	\$	-	\$	-	\$	-	\$	-	\$	•	\$	-	
Contracted Services	\$	-	\$	-	\$	-	\$	-	\$		\$	•	
Operating Expenses	\$	1,767	\$	6,444	\$	4,328	\$	15,419	\$	13,800	\$	(1,619)	-10.5%
Operating Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$		\$		
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$		\$		
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$		\$		
Debt	\$	-	\$	-	\$	-	\$	-	\$		\$		
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL	\$	117,966	\$	132,098	\$	144,918	\$	170,049	\$	167,940	\$	(2,109)	-1.2%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 201,537	\$ -	\$ -	\$	\$ -	\$ -	\$ 201,537

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating	Non-operating	
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 154,140	\$ -	\$ 154,140
Other Personal Services	\$ -	\$ -	\$
Contracted Services	\$ -	\$ -	\$
Operating Expenses	\$ 13,800	\$ -	\$ 13,800
Operating Capital Outlay	\$ -	\$ -	\$
Fixed Capital Outlay	\$ -	\$ -	\$
Interagency Expenditures (Cooperative Funding)	-	\$ -	\$
Debt	\$ -	\$ -	\$
Reserves - Emergency Response	-	\$ -	\$ -
TOTAL	\$ 167,940	\$ -	\$ 167,940

Changes and Trends

This activity consists of budget for only personnel and operating expenses. Operating Expenses increased in FY 2013-2014 to cover an employee's tuition reimbursement payments, the purchase of folding chairs for outdoor events, and a subscription to a newsfeed for press articles of interest to the District. The Salaries and Benefits category increased in FY 2015-2016 due to hiring a more experienced Communications Specialist and benefit selection changes. Actual costs for the Operating Expenses category fluctuate due to travel. The increase in Operating Expenses showing between FY 2014-2015 (actual expenses) and FY 2015-2016 (budget) is attributable to budget set aside for the potential need for printing and copying media-related documents for public education and information events.

Budget Variances

Personnel costs decrease slightly (0.3 percent) and Operating Expenses are reduced by 10.5 percent to better align with historical spending patterns.

Major Budget Items

Salaries and Benefits (\$154,140) is the major budget category that funds two employees, a Communications Director and Communications Specialist, who work full-time handling public information activities for the District.

Lobbying/Legislative Affairs/Cabinet Affairs (Activity 5.4)

This activity includes costs associated with staff coverage of Florida's legislative sessions, coordination with local legislative offices and the Department of Environmental Protection, interaction with delegation members and other water management districts, and the monitoring of state and federal legislative and congressional activities.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

5.4 - Lobbying / Legislative Affairs / Cabinet Affairs

	Fis	scal Year 2012-13	Fis	scal Year 2013-14	Fi	iscal Year 2014-15	Fi	scal Year 2015-16	Fis	scal Year 2016-17		Oifference in \$	% of Change
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)	(Current-Amended)		(Tentative)	(Cur	rent Tentative)	(Current Tentative)
Salaries and Benefits	\$	-	\$		\$	-	\$		\$	-	\$	-	
Other Personal Services	\$	-	\$		\$		\$		\$	-	\$	-	
Contracted Services	\$	2,880	\$	3,727	\$	9,235	\$	10,000	\$	4,775	\$	(5,225)	-52.3%
Operating Expenses	\$	245	\$	125	\$	150	\$	275	\$	5,500	\$	5,225	1900.0%
Operating Capital Outlay	\$		\$		\$		\$		\$	-	\$	-	
Fixed Capital Outlay	\$	-	\$		\$	-	\$		\$	-	\$	-	
Interagency Expenditures (Cooperative Funding)	\$	-	\$		\$		\$		\$	-	\$	-	
Debt	\$		\$		\$		\$		\$	-	\$	-	
Reserves - Emergency Response	\$	-	\$		\$		\$		\$	-	\$	-	
TOTAL	\$	3,125	\$	3,852	\$	9,385	\$	10,275	\$	10,275	\$	-	0.0%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 10,275	\$ -	\$ -	\$	\$	\$	\$ 10,275

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

		Operating	Non-operating	
		(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits		-	\$ -	\$ -
Other Personal Services	\$	-	\$ -	\$ -
Contracted Services	\$	4,775	\$ -	\$ 4,775
Operating Expenses	\$	5,500	\$ -	\$ 5,500
Operating Capital Outlay	S	-	\$ -	\$ -
Fixed Capital Outlay	9	-	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$	-	\$ -	\$ -
Debt	\$	-	\$ -	\$ -
Reserves - Emergency Response	5	-	\$ -	\$ -
TOTAL	9	10,275	\$ -	\$ 10,275

Changes and Trends

The District works in cooperation with the Florida Legislature, Executive Office of the Governor, and other state agencies to serve Floridians and protect the area's water and natural resources. The budget increase in FY 2014-2015 is attributable to recurring access costs to a governmental research and legislative monitoring website.

Budget Variances

No change is being proposed in the FY 2016-2017 Tentative Budget from the FY 2015-2016 Current-Amended Budget other than moving budget to the appropriate spending category.

Major Budget Items

This activity consists of Contracted Services (\$4,775) to contribute to the cost of congressional resource consulting services and Operating Expenses (\$5,500) to access a governmental research and legislative monitoring website.

District Management and Administration (Program 6.0)

This program includes all Governing Board support; executive support; management information systems; general counsel; ombudsman; human resources; finance, audit and budget; risk management; and administrative services.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

PROGRAM BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

6.0 District Management and Administration

	Fisc	al Year 2012-13	Fis	cal Year 2013-14	F	iscal Year 2014-15	Fi	scal Year 2015-16	Fisca	al Year 2016-17		Difference in \$	% of Change
	(A	Actual-Audited)	(.	Actual-Audited)		(Actual-Audited)	((Current-Amended)		(Tentative)	(Cı	urrent Tentative)	(Current Tentative)
Salaries and Benefits	\$	1,417,608	\$	1,771,153	\$	1,440,651	\$	1,496,048	\$	1,503,637	\$	7,589	0.5%
Other Personal Services	\$	237	\$	-	\$	-	\$	12,807	\$	13,090	\$	283	2.2%
Contracted Services	\$	106,794	\$	239,490	\$	193,341	\$	156,864	\$	165,007	\$	8,143	5.2%
Operating Expenses	\$	370,290	\$	294,456	\$	245,247	\$	311,414	\$	302,951	\$	(8,463)	-2.7%
Operating Capital Outlay	\$	5,475	\$	104,267	\$	56,276	\$	60,349	\$	47,772	\$	(12,577)	-20.8%
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
TOTAL	\$	1,900,404	\$	2,409,366	\$	1,935,515	\$	2,037,482	\$	2,032,457	\$	(5,025)	-0.2%

SOURCE OF FUNDS

Fiscal Year 2016-17

	Distr	rict Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Fe	deral Revenues	TOTAL
Salaries and Benefits	\$	671,974	\$ -	\$ -	\$ -	\$ -	\$	-	\$ 671,974
Other Personal Services	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Contracted Services	\$	22,000	\$ -	\$ -	\$ -	\$ -	\$	-	\$ 22,000
Operating Expenses	\$	28,793	\$ -	\$ -	\$ -	\$ -	\$	-	\$ 28,793
Operating Capital Outlay	\$	47,772	\$ -	\$ -	\$ -	\$ -	\$	-	\$ 47,772
Fixed Capital Outlay	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Interagency Expenditures (Cooperative Funding)	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Debt	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
Reserves - Emergency Response	\$	-	\$ -	\$ -	\$ -	\$ -	\$	-	\$ -
TOTAL	\$	906,552	\$ -	\$ -	\$ -	\$ -	\$		\$ 906,552

RATE, OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Workforce	Rate (Salary without benefits)	Operating (Recurring - all revenues)	Non-operating (Non-recurring - all revenues)	TOTAL
Salaries and Benefits	23.0	\$ 1,018,963	\$ 1,503,637	\$ -	\$ 1,503,637
Other Personal Services	0.5	\$ 12,140	\$ 13,090	\$ -	\$ 13,090
Contracted Services	-	\$ -	\$ 165,007	\$ -	\$ 165,007
Operating Expenses			\$ 302,951	\$ -	\$ 302,951
Operating Capital Outlay			\$ 47,772	\$ -	\$ 47,772
Fixed Capital Outlay			\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)			\$ -	\$ -	\$ -
Debt			\$ -	\$ -	\$ -
Reserves - Emergency Response			\$ -	\$ -	\$ -
TOTAL			\$ 2,032,457	\$ -	\$ 2,032,457

WORKFORCE

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17

WORKFORCE CATEGORY				(AmendedTentative) 2015-2016 to 2016-2017			
	2012-2013	2013-2014	Difference	% Change			
Authorized Positions	22.0	22.0	23.0	23.0	23.0	0.0	0.0%
Contingent Worker	0.0	0.0	0.0	0.0	0.0	0.0	
Other Personal Services	0.0	0.5	0.5	0.5	0.5	0.0	0.0%
Intern	0.0	0.0	0.0	0.0	0.0	0.0	
Volunteer	0.0	0.0	0.0	0.0	0.0	0.0	·
TOTAL WORKFORCE	22.0	22.5	23.5	23.5	23.5	0.0	0.00%

Changes and Trends

Since FY 2011-2012, the EOG, Legislature, and DEP have coordinated with the five water management districts to gain consistencies in numerous functional areas, including equipment replacement cycles, employee benefits, and financial and budget reporting. Costs previously paid from this program have been reallocated across all programs to better reflect the full cost of providing services and to align costs with the appropriate revenue sources. The District started spending funds from the newly created Technology activities in each program area in FY 2012-2013, to begin capturing the costs associated with each program. The increase in FY 2013-2014 in Operating Capital Outlay was specifically for building up the District's IT infrastructure with better server and computer hardware. Starting in FY 2014-2015, the IT budget was distributed across program areas to share in the cost of recurring IT-related expenses, e.g., licensing, software maintenance, and IT staff time. After a couple of years of major IT investments, the focus is changing to primarily be in a maintenance and support mode. The District will use and maintain this technology to provide solutions that meet the business needs of the organization.

Salaries and Benefits have fluctuated throughout the years. The increase in FY 2013-2014 was due to the legislatively authorized merit increases and bonuses for that fiscal year. The District budgeted an amount that reflected the authorized increases in the FY 2013-2014 General Appropriations Act (GAA). The District decided that in lieu of permanent increases plus bonuses, the funding would be set aside only for nonrecurring bonuses on an annual basis. The bonus allocation is calculated by division, based on the FY 2013-2014 GAA, whereby an annual salary of \$40,000 or less generates \$1,400 toward the bonus allocation and an annual salary greater than \$40,000 generates \$1,000. Allocations reside in each division's budget. The decrease in FY 2014-2015 was from more IT staff time being charged to other division's projects than budgeted in Program 6.0. The increase in FY 2015-2016 is mainly due to the transfer of a position to Accounting and Finance from Regulatory Services to address workload needs. The increase in FY 2016-2017 Tentative Budget is attributable to the addition of a bonus allocation for the Office of Executive Director at the direction of the Governing Board Administration Budget and Finance Committee during the June 9, 2016, Board meeting's overview and discussion of the FY 2016-2017 Tentative Budget.

Contracted Services increased in FY 2013-2014 from the implementation of major upgrades in technology, such as District website improvements, addition of SharePoint, and the recreational site reservation system. Expenses declined as the related start-up costs were expended.

The combined budgets for Program 5.0, Outreach (\$178,215) and Program 6.0, District Management and Administration (\$2,032,457) represent 3.6 percent of the \$62,099,013 budget proposed for FY 2016-2017.

Budget Variances

The total budget decrease for Program 6.0 of \$5,025 or 0.2 percent is due to a reduction in Operating Capital Outlay for computer hardware. Personnel costs net an increase of \$7,589 consisting of a \$20,254 bonus allocation that is added for the Governing Board to consider in their evaluation of the District's Executive Director, offset by salary and benefit reductions made across the Program.

Major Budget Items

Salaries and Benefits (\$1,503,637) make up nearly three-fourths of this program's budget, funding 23.5 full-time-equivalent positions (authorized and OPS) which include executive, financial, human resources, IT, and other administrative support for the District. The remaining budget of \$528,820 mostly consists of \$165,007 for Contracted Services (e.g., legal counsel, audit services) and \$302,951 for Operating Expenses (e.g., liability insurance, training, travel, tax collector fees, online data services, and repair and maintenance of computer servers and software).

Northwest Florida Water Management District

REDUCTIONS - NEW ISSUES

6.0 District Management and Administration Fiscal Year 2016-17

Tentative Budget - August 1, 2016

FY 2015-16 Budg	et (Amended)	23.50	\$ 2,037,482
Reduc			
Issue Description	Issue Amount	Workforce	Category Subtotal
Salaries and Benefits			22,899
1 Removal of excess budget in Information Technology Bureau	11,854		
2 Removal of excess budget in Finance and Accounting	8,378		
3 Removal of excess budget from Office of Executive Director	2,667		
Other Personal Services			-
Contracted Services			6,000
Removal of nonrecurring budget planned for FY 2015-2016 for other postemployment benefit actuarial analysis	6,000		
Operating Expenses			23,171
5 Reprioritization of existing IT budget across programs	11,300		
Distribution of postage budget from Division of Administration to other program areas	7,158		
Legal ad placement, office supplies, cell phone plan, and copier costs across Office of Executive Director, Governing Board, Human Resources, and Finance and Accounting	4,713		
Operating Capital Outlay			12,577
8 Reprioritization of existing IT budget across programs	12,577		
Fixed Capital Outlay			-
Interagency Expenditures (Cooperative Funding)			-
Debt			-
Reserves			-
TOTA	L REDUCTIONS	0.00	64,647

Northwest Florida Water Management District

REDUCTIONS - NEW ISSUES

6.0 District Management and Administration Fiscal Year 2016-17

Tentative Budget - August 1, 2016

FY 2015-16 Budge	et (Amended)	23.50	\$	2,037,482
New Iss	sues			
Issue Description	Issue Amount	Workforce	Cate	gory Subtotal
Salaries and Benefits				30,488
Salary, tax, and benefit adjustments for Finance and Accounting	11,738			
2 Salary, tax, and benefit adjustments for Office of the Executive Director	9,709			
3 Salary, tax, and benefit adjustments for Human Resources	6,761			
4 Salary, tax, and benefit adjustments for IT Section	2,280			
Other Personal Services				283
5 Bonus allocation for existing OPS position	283			
Contracted Services				14,143
6 Legal counsel for Governing Board	7,000			
7 Reprioritization of existing IT budget across programs	5,051	•		
Legal counsel for review of contracts and agreements for IT initiatives	1,092			
9 Legal counsel for Human Resources	1,000			
Operating Expenses				14,708
10 Reprioritization of existing IT budget across programs	5,563			
11 Reallocation of Ethernet expenses across all IT projects	3,850			
Replacement of fully-depreciated owned copier with a leased copier for Human Resources	1,900			
13 Professional liability insurance	1,802			
Redistribution of postage budget from Division of Administration to Office of the Executive Director	1,458			
Federal and state-required Human Resource posters and membership to Society of Human Resource Managers	135			
Operating Capital Outlay				-
Fixed Capital Outlay				-
Interagency Expenditures (Cooperative Funding)				-
Debt				_
Reserves				
	AL NEW ISSUES	0.00		59,622
Total Workforce and Tentative Budget for FY 2010		23.50	\$	2,032,457

Administrative and Operations Support (Activity 6.1)

This activity includes executive management, executive support, Governing Board support, ombudsman, general counsel, inspector general, administrative support (general), procurement and contract administration, insurance, finance, accounting, budget, and human resources. In addition, this activity includes administrative and programmatic computer systems support, directs maintenance and replacement of equipment, hardware and software support, and includes the Geographic Information System (GIS) staff and systems support.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17

TENTATIVE BUDGET - Fiscal Year 2016-2017

6.1 - Administrative and Operations Support

	Fi	scal Year 2012-13	Fis	scal Year 2013-14	Fi	iscal Year 2014-15	Fi	scal Year 2015-16	Fiscal Year 2016-17		Difference in \$	% of Change
		(Actual-Audited)	((Actual-Audited)		(Actual-Audited)	(Current-Amended)	(Tentative)	(0	Current Tentative)	(Current Tentative)
Salaries and Benefits	\$	1,417,608	\$	1,771,153	\$	1,440,651	\$	1,496,048	\$ 1,503,637	\$	7,589	0.5%
Other Personal Services	\$	237	\$	-	\$	-	\$	12,807	\$ 13,090	\$	283	2.2%
Contracted Services	\$	106,794	\$	239,490	\$	193,341	\$	156,864	\$ 165,007	\$	8,143	5.2%
Operating Expenses	\$	319,851	\$	241,012	\$	189,273	\$	251,414	\$ 242,951	\$	(8,463)	-3.4%
Operating Capital Outlay	\$	5,475	\$	104,267	\$	56,276	\$	60,349	\$ 47,772	\$	(12,577)	-20.8%
Fixed Capital Outlay	\$	-	\$		\$	-	\$	-	\$ -	\$	-	
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$		\$ -	\$	-	
Debt	\$	-	\$	-	\$	-	\$		\$ -	\$	-	
Reserves - Emergency Response	\$	-	\$	-	\$		\$		\$ -	\$		
TOTA	L \$	1,849,965	\$	2,355,922	\$	1,879,541	\$	1,977,482	\$ 1,972,457	\$	(5,025)	-0.3%

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ 906,552	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 906,552

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

	Operating	Non-operating	
	(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$ 1,503,637	\$ -	\$ 1,503,63
Other Personal Services	\$ 13,090	-	\$ 13,09
Contracted Services	\$ 165,007	\$ -	\$ 165,00
Operating Expenses	\$ 242,951	\$ -	\$ 242,95
Operating Capital Outlay	\$ 47,772	\$ -	\$ 47,772
Fixed Capital Outlay	\$ -	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$	-	\$ -
Debt	\$	\$ -	\$ -
Reserves - Emergency Response	\$	\$ -	\$ -
TOTAL	\$ 1,972,457	\$ -	\$ 1,972,45

Changes and Trends

Since FY 2011-2012, the EOG, Legislature, and DEP have coordinated with the five water management districts to gain consistencies in numerous functional areas, including replacement equipment cycles and financial and budget reporting. To provide more accurate program costs versus administrative costs, the districts agreed to certain allocations or direct charging of costs previously paid from the administrative activities. Prior to FY 2011-2012, the Division of Administration budget included all employee benefits, including the payment of compensated absences for the District; fleet and property insurance; utilities and janitorial costs for Headquarters and field offices; telephone costs; and furniture and equipment purchase and rental. In FY 2011-2012, the employee benefits were distributed to the program areas. Other costs directly related to the program areas have also been transitioned to those budgets.

Budget Variances

The total decrease for this activity of \$5,025 is primarily due to a reduction in Operating Capital Outlay for computer hardware. The remaining variance is a net increase of \$7,552. This amount consists of increases for salary and benefit adjustments, insurance, copier lease, and legal counsel services offset by decreases in personnel ad placements, the distribution of postage from this program to others, and the removal of one-time actuary study costs planned for FY 2015-2016.

Major Budget Items

This activity's FY 2016-2017 Tentative Budget is \$1,972,457, of which \$314,386 or 15.9 percent makes up the IT budget for Districtwide support needs. Salaries and Benefits (\$1,503,637) make up 76.2 percent of this activity's budget, funding 23.5 full-time-equivalent positions (authorized and OPS) which include executive, financial, human resources, IT, and other administrative support for the District. The remaining budget of \$468,820 mostly consists of \$165,007 for Contracted Services (e.g., legal counsel, audit services) and \$242,951 for Operating Expenses (e.g., liability insurance, training, travel, online data services, and repair and maintenance of computer servers and software).

Other – (Tax Collector/Property Appraiser Fees) (Activity 6.4)

This category includes fees charged by the tax collectors and property appraisers of the 16 counties within the District's jurisdiction. These fees are to compensate the counties for their costs associated with the noticing, collection, and remittance of ad valorem tax revenues on behalf of and to the District.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

ACTIVITY BY EXPENDITURE CATEGORY

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 TENTATIVE BUDGET - Fiscal Year 2016-2017

6.4 - Other - (Tax Collector / Property Appraiser Fees)

	Fis	Fiscal Year 2012-13		scal Year 2013-14	Fi	scal Year 2014-15	Fi	scal Year 2015-16	Fi	scal Year 2016-17		Difference in \$	% of Change	
		(Actual-Audited)		(Actual-Audited)		(Actual-Audited)		Current-Amended)	(Tentative)		(Current Tentative)		(Current Tentative)	
Salaries and Benefits	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Other Personal Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Contracted Services	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Operating Expenses	\$	50,439	\$	53,444	\$	55,974	\$	60,000	\$	60,000	\$	-	0.0%	
Operating Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Fixed Capital Outlay	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Interagency Expenditures (Cooperative Funding)	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Debt	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
Reserves - Emergency Response	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-		
TOTAL	\$	50,439	\$	53,444	\$	55,974	\$	60,000	\$	60,000	\$	-	0.0%	

SOURCE OF FUNDS	District Revenues	Fund Balance	Debt	Local Revenues	State Revenues	Federal Revenues	TOTAL
Fiscal Year 2016-17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

OPERATING AND NON-OPERATING

Fiscal Year 2016-17

		Operating	Non-operating	
		(Recurring - all revenues)	(Non-recurring - all revenues)	TOTAL
Salaries and Benefits	\$	-	\$ -	\$ -
Other Personal Services	\$	-	\$ -	\$ -
Contracted Services	\$	-	\$ -	\$ -
Operating Expenses	\$	60,000	\$ -	\$ 60,000
Operating Capital Outlay	\$	-	\$ -	\$ -
Fixed Capital Outlay	\$	-	\$ -	\$ -
Interagency Expenditures (Cooperative Funding)	\$	-	\$ -	\$ -
Debt	\$	-	\$ -	\$ -
Reserves - Emergency Response	\$	-	\$ -	\$ -
TOTAL	\$	60,000	\$ -	\$ 60,000

Changes and Trends

Fees paid to the property appraisers are based on a percent of their approved budget and the District's share of ad valorem taxes levied. Tax collectors are paid based on the amount of taxes collected. As the property appraisers' budgets and/or the District's share of ad valorem taxes levied continue to increase, so will the budget for this activity.

Budget Variances

None.

Major Budget Items

None.

B. District Specific Programs

None.

C. Program by Area of Responsibility

Subparagraph 373.536(5)(e)5, F.S., requires the District to report the total estimated amount in its budget for each area of responsibility (AOR). All programs and activities at the water management districts are categorized by four AORs; water supply, water quality, flood protection, and natural systems.

Expenditures in the four AORs are provided only at the program level. These AOR expenditures are estimates only and do not reflect the overlap between the areas of responsibility. For instance, a land acquisition project can serve more than one purpose (e.g., flood protection/floodplain management and natural systems). Therefore, the AOR expenditures should be viewed only as one indication of whether the District is adequately addressing each area of responsibility.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROGRAMS, ACTIVITIES AND SUBACTIVITIES BY AREA OF RESPONSIBILITY

Fiscal Year 2014-15 (Actual-Audited)

TENTATIVE BUDGET - Fiscal Year 2016-2017

	1	T			Π
PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	Fiscal Year 2014-15 (Actual-Audited)	Water Supply	Water Quality	Flood Protection	Natural Systems
1.0 Water Resources Planning and Monitoring	\$4,588,035	\$972,427	\$1.553.857	\$3.034.301	\$3.183.215
1.1 - District Water Management Planning	1,739,620	X	X	X	X
1.1.1 Water Supply Planning	60,799	X	X	^	^
1.1.2 Minimum Flows and Levels	1,088,967	X	X		х
1.1.3 Other Water Resources Planning	589,854	X	X	Х	X
1.2 - Research, Data Collection, Analysis and Monitoring	1,050,953	X	X	X	X
1.3 - Technical Assistance	1,422,274	X	X	X	x
1.4 - Other Water Resources Planning and Monitoring Activities	1,422,214	^		^	^
1.5 - Technology & Information Services	375,188	Х	Х	Х	х
2.0 Acquisition, Restoration and Public Works	\$11,988,570	\$15,962,619	\$10,675,234		\$5,663,061
2.1 - Land Acquisition	25,785	¥13,962,619	X	\$2,263,026 X	X
2.2 - Water Source Development	5,455,243	X	X	^	X
2.2.1 Water Resource Development Projects	216,120	X	X		X
2.2.2 Water Nesource Development Projects 2.2.2 Water Supply Development Assistance	5,239,123	X	^		^
2.2.3 Other Water Source Development Activities	5,239,123	^			
2.3 - Surface Water Projects	4.997.014		Х	Х	Х
2.4 - Other Cooperative Projects	4,997,014		^	^	^
2.5 - Facilities Construction and Major Renovations	192.107	х	Х	Х	х
2.6 - Other Acquisition and Restoration Activities	1,136,351	X	X	X	X
·	182,070	X	X	X	X
2.7 - Technology & Information Service	· ·				
3.0 Operation and Maintenance of Lands and Works	\$3,241,158	\$524,884	\$1,119,363	\$1,108,145	\$1,108,145
3.1 - Land Management	2,494,351	Х	X	Х	Х
3.2 - Works	832	V		V	V
3.3 - Facilities	296,887	Х	Х	Х	Х
3.4 - Invasive Plant Control 3.5 - Other Operation and Maintenance Activities	0				
3.6 - Fleet Services (2)	35,696	Х	Х	Х	Х
	413,392	X	X	X	X
3.7 - Technology & Information Services (1)	· · · · · · · · · · · · · · · · · · ·				
4.0 Regulation	\$3,471,274	\$1,628,595	\$1,162,090	\$541,040	\$753,562
4.1 - Consumptive Use Permitting	582,835	X	X		X
4.2 - Water Well Construction Permitting and Contractor Licensing 4.3 - Environmental Resource and Surface Water Permitting	670,278	X X	X	V	X
· ·	1,250,653	X	X	X	X
4.4 - Other Regulatory and Enforcement Activities	316,436	X			X
4.4 - Technology & Information Service	651,072		X	X ****	
5.0 Outreach	\$154,303	\$38,576	\$38,576	-	\$38,576
5.1 - Water Resource Education	0	X	X	X	X
5.2 - Public Information	144,918	Х	Х	Х	Х
5.3 - Public Relations	0	v	V	v	v
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	9,385	Х	Х	Х	Х
5.5 - Other Outreach Activities	0				
5.5 - Technology & Information Service	0				
SUBTOTAL - Major Programs (excluding Management and Administration)	\$23,443,340				
6.0 District Management and Administration	\$1,935,515				
6.1 - Administrative and Operations Support	1,879,541				
6.1.1 - Executive Direction	635,452				
6.1.2 - General Counsel / Legal	0				
6.1.3 - Inspector General	0				
6.1.4 - Administrative Support	750,273				
6.1.5 - Fleet Services	0				
6.1.6 - Procurement / Contract Administration	0				
6.1.7 - Human Resources	100,645				
6.1.8 - Communications	0				
6.1.9 - Technology & Information Services	393,171				
6.2 - Computer/Computer Support	0				
6.3 - Reserves	0				
6.4 - Other - (Tax Collector / Property Appraiser Fees)	55,974				
TOTAL	\$25,378,855				

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROGRAMS, ACTIVITIES AND SUBACTIVITIES BY AREA OF RESPONSIBILITY

Fiscal Year 2015-16 (Current-Amended)

TENTATIVE BUDGET - Fiscal Year 2016-2017

3.1 - Land Management	_	1			1	,
1.1 District Water Management Planning	PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES		Water Supply	Water Quality	Flood Protection	Natural Systems
1.1 District Water Management Planning	1.0 Water Percurses Planning and Menitoring	\$7,007,878	\$1 D21 212	\$1 AQ2 222	\$2.284.485	\$2.280.004
1.1.1 Water Supply Planning			. , . ,	. , ,	. , ,	
1.1.2 Differimen Prose and Leefs					^	^
1.1.3 Other Water Resources Planning		·				v
1.5 - Technology & Information Services 1.6 (10.756) X		_			v	
1.3 - Technical Assistance 1.4 - Other Water Resources Principal and Monitoring Activities 0.0 1.5 - Technology & Information Services 4.80.803	<u> </u>					
1.1.4 - Other Water Resources Planning and Monotring Activities 0		, ,				
1.5 - Technology & Information Sentores			^	^	^	^
2.0 Acquisition, Restoration and Public Works 2.1-Land Acquisition 4.932.838 X X X X X X X X X X X X X X X X X X X			v	v	v	v
2.2 - Water Secure Development		· · · · · · · · · · · · · · · · · · ·				
2.2.1 Water Source Development 14,671.100 X		+				
2.2.1 Water Resource Development Projects 622.946 X	•				Х	
2.2.2 Water Supply Development Assistance	·					
2.3 - Other Water Source Development Activities 0				X		Х
2.3 - Surface Water Projects 2.4 - Other Cooperative Projects 0.5 - Facilities Construction and Major Renovations 2.4 - Other Acquisition and Major Renovations 2.5 - Facilities Construction and Major Renovations 2.6 - Other Acquisition and Restoration Activities 2.7 - Technology & Information Service 8.2.430 3.7 - Technology & Information Service 8.2.430 3.8 - Service Management 2.989.924 3.1 - Land Management 2.989.924 3.2 - Works 3.2 - Works 3.3 - Facilities 4.4 - Facilities 5.5 - Facilities 5.6 - Facilities 5.6 - Facilities 5.7 - Facilities 5.7 - Facilities 5.7 - Facilities 5.8 - Facilities 5.8 - Facilities 5.7 - Facilities 5.8 - Facilities 5.9 - Facilities 5.9 - Facilities 5.1 - Facilities 5.2 - Facilities 5.3 - Facilities 5.4 - Facilities		13,948,760	Х			
2.4 - Other Cooperative Projects 0 2.5 - Facilities Construction and Major Renovations 240,000 X X X X X X X X X X X X X X X X X		0				
2.5 - Facilities Construction and Major Renovations 240,000 X				Х	Х	Х
2.6 - Other Acquisition and Restoration Activities						
2.7 - Technology & Information Service	2.5 - Facilities Construction and Major Renovations	240,000				
3.0 Operation and Maintenance of Lands and Works \$3,905,175 \$521,098 \$1,136,730 \$1,131,307 \$1,131,307 \$3.1 - Land Management 2,989,824 X X X X X X X X X	2.6 - Other Acquisition and Restoration Activities	715,000		Х	Х	Х
3.1 - Land Management	2.7 - Technology & Information Service	82,430	Χ	Х	X	Х
3.2 - Works	3.0 Operation and Maintenance of Lands and Works	\$3,905,175	\$521,098	\$1,136,730	\$1,131,307	\$1,131,307
3.3 - Facilities 376,033 X X X X X X X X X	3.1 - Land Management	2,989,824	Х	Х	Х	Х
3.4 - Imasive Plant Control 3.5 - Other Operation and Maintenance Activities 3.6 - Fleet Sendres (*) 47.443	3.2 - Works	5,422		Х		
3.5 - Other Operation and Maintenance Activities 47,443 X X X X X X X X X	3.3 - Facilities	376,033	Х	Х	Х	Х
3.6 - Fleet Services (2)	3.4 - Invasive Plant Control	0				
3.7 - Technology & Information Services (1)	3.5 - Other Operation and Maintenance Activities	0				
4.0 Regulation \$3,882,130 \$1,603,285 \$1,080,890 \$486,294 \$694,403	3.6 - Fleet Services (2)	47,443	Х	Х	Х	Х
4.0 Regulation \$3,882,130 \$1,603,285 \$1,080,890 \$486,294 \$694,403	3.7 - Technology & Information Services (1)	486.453	Х	Х	Х	Х
4.1 - Consumptive Use Permitting		· · · · · · · · · · · · · · · · · · ·	\$1,603,285	\$1,080,890	\$486.294	\$694,403
4.2 - Water Well Construction Permitting and Contractor Licensing 812,963 X		+	. , ,	. , ,	, , , ,	X
4.3 - Environmental Resource and Surface Water Permitting 1,432,140 X<						
4.4 - Other Regulatory and Enforcement Activities 337,718 X					Х	
4.4 - Technology & Information Service 669,661 X X X X X X X X S.0 Outreach \$180,324 \$45,081 \$45,0	,					
\$180,324 \$45,081 \$45,081 \$45,081 \$45,081 \$45,081 \$45,081 \$45,081 \$5.1 - Water Resource Education 0 X X X X X X X X X		, , , , , , , , , , , , , , , , , , ,				
5.1 - Water Resource Education 0 X <td< td=""><td>0,</td><td>· · · · · · · · · · · · · · · · · · ·</td><td></td><td></td><td></td><td></td></td<>	0,	· · · · · · · · · · · · · · · · · · ·				
5.2 - Public Information 170,049 X <td< td=""><td></td><td> , .</td><td></td><td></td><td></td><td></td></td<>		, .				
5.3 - Public Relations 0 5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 10,275 X X X 5.5 - Other Outreach Activities 0 5.5 - Technology & Information Service 0 5.5 - Technology & Information Services 6.0 District Management and Administration \$53,737,642 5.5 - Technology & Information Support 1,977,482 6.1 - Administrative and Operations Support 6.9 - Seeneral 0 6.1.2 - General Counsel / Legal 0 6.1.3 - Inspector General 0 6.1.4 - Administrative Support 0 6.1.5 - Fleet Services 0 6.1.5 - Fleet Services 0 6.1.6 - Procurement / Contract Administration 0 6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.0,000						
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs 10,275 X		170,049	^	^	^	^
5.5 - Other Outreach Activities 0 5.5 - Technology & Information Service 0 SUBTOTAL - Major Programs (excluding Management and Administration) \$53,737,642 6.0 District Management and Administration \$2,037,482 6.1 - Administrative and Operations Support 1,977,482 6.1.1 - Executive Direction 695,068 6.1.2 - General Counsel / Legal 0 6.1.3 - Inspector General 0 6.1.4 - Administrative Support 835,792 6.1.5 - Fleet Services 0 6.1.6 - Procurement / Contract Administration 0 6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000		10 275	Y	Y	Y	Y
5.5 - Technology & Information Service 0 SUBTOTAL - Major Programs (excluding Management and Administration) \$53,737,642 6.0 District Management and Administration \$2,037,482 6.1 - Administrative and Operations Support 1,977,482 6.1.1 - Executive Direction 695,068 6.1.2 - General Counsel / Legal 0 6.1.3 - Inspector General 0 6.1.4 - Administrative Support 835,792 6.1.5 - Fleet Services 0 6.1.6 - Procurement / Contract Administration 0 6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000	, , ,		^	^	^	^
SUBTOTAL - Major Programs (excluding Management and Administration) \$53,737,642 6.0 District Management and Administration \$2,037,482 6.1 - Administrative and Operations Support 1,977,482 6.1.1 - Executive Direction 695,068 6.1.2 - General Counsel / Legal 0 6.1.3 - Inspector General 0 6.1.4 - Administrative Support 835,792 6.1.5 - Fleet Services 0 6.1.6 - Procurement / Contract Administration 0 6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000						
6.0 District Management and Administration \$2,037,482 6.1 - Administrative and Operations Support 1,977,482 6.1.1 - Executive Direction 695,068 6.1.2 - General Counsel / Legal 0 6.1.3 - Inspector General 0 6.1.4 - Administrative Support 835,792 6.1.5 - Fleet Services 0 6.1.6 - Procurement / Contract Administration 0 6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000						
6.1 - Administrative and Operations Support 1,977,482 6.1.1 - Executive Direction 695,068 6.1.2 - General Counsel / Legal 0 6.1.3 - Inspector General 0 6.1.4 - Administrative Support 835,792 6.1.5 - Fleet Services 0 6.1.6 - Procurement / Contract Administration 0 6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000						
6.1.1 - Executive Direction 695,068 6.1.2 - General Counsel / Legal 0 6.1.3 - Inspector General 0 6.1.4 - Administrative Support 835,792 6.1.5 - Fleet Services 0 6.1.6 - Procurement / Contract Administration 0 6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000						
6.1.2 - General Counsel / Legal 0 6.1.3 - Inspector General 0 6.1.4 - Administrative Support 835,792 6.1.5 - Fleet Services 0 6.1.6 - Procurement / Contract Administration 0 6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000						
6.1.3 - Inspector General 0 6.1.4 - Administrative Support 835,792 6.1.5 - Fleet Services 0 6.1.6 - Procurement / Contract Administration 0 6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000		695,068				
6.1.4 - Administrative Support 835,792 6.1.5 - Fleet Services 0 6.1.6 - Procurement / Contract Administration 0 6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000		0				
6.1.5 - Fleet Services 0 6.1.6 - Procurement / Contract Administration 0 6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000		, , ,				
6.1.6 - Procurement / Contract Administration 0 6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000		+				
6.1.7 - Human Resources 114,341 6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000		0				
6.1.8 - Communications 0 6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000		0				
6.1.9 - Technology & Information Services 332,281 6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000		+				
6.2 - Computer/Computer Support 0 6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000						
6.3 - Reserves 0 6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000	6.1.9 - Technology & Information Services					
6.4 - Other - (Tax Collector / Property Appraiser Fees) 60,000	6.2 - Computer/Computer Support	0				
	6.3 - Reserves	0				
TOTAL \$55,775.124	6.4 - Other - (Tax Collector / Property Appraiser Fees)	60,000				
	TOTAL	\$55,775,124				

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT PROGRAMS, ACTIVITIES AND SUBACTIVITIES BY AREA OF RESPONSIBILITY

Fiscal Year 2016-17 (Tentative)

TENTATIVE BUDGET - Fiscal Year 2016-2017

			ı	ı	Ī
	Fiscal Year	Water	Water	Flood	Natural
PROGRAMS, ACTIVITIES AND SUB-ACTIVITIES	2016-17	Supply	Quality	Protection	Systems
	(Tentative)	Сирріу	Quality	Trotection	Cysicins
1.0 Water Resources Planning and Monitoring	\$7,096,643			\$2,165,625	\$2,452,783
1.1 - District Water Management Planning	2,886,780	Х	Х	Х	Х
1.1.1 Water Supply Planning	296,133	X	Х		
1.1.2 Minimum Flows and Levels	1,996,477	X	Х		X
1.1.3 Other Water Resources Planning	594,170	Х	Х	Х	Х
1.2 - Research, Data Collection, Analysis and Monitoring	1,073,872	Х	Х	Х	Х
1.3 - Technical Assistance	2,620,048	Х	Х	Х	Х
1.4 - Other Water Resources Planning and Monitoring Activities	0				
1.5 - Technology & Information Services	515,943	Х	Х	Х	Х
2.0 Acquisition, Restoration and Public Works		\$11.058.736	\$17,912,444	\$5,623,430	
2.1 - Land Acquisition	9,877,903	X	X	X	X
2.2 - Water Source Development	10,044,899	X	X		X
2.2.1 Water Resource Development Projects	978,943	X	X		X
2.2.2 Water Supply Development Assistance	9,065,956	X			
2.2.3 Other Water Source Development Activities	0,000,000				
2.3 - Surface Water Projects	24,382,239		Х	Х	Х
2.4 - Other Cooperative Projects	24,362,239				
	100,000	~	~	v	~
2.5 - Facilities Construction and Major Renovations		X	X	X	X
2.6 - Other Acquisition and Restoration Activities	722,500	X	X	X	X
2.7 - Technology & Information Service	64,842		X		X
3.0 Operation and Maintenance of Lands and Works	\$3,724,883	\$500,067		\$1,072,161	\$1,072,161
3.1 - Land Management	2,860,472	Х	X	Х	Х
3.2 - Works	8,332		Х		
3.3 - Facilities	377,021	Х	Х	Х	Х
3.4 - Invasive Plant Control	0				
3.5 - Other Operation and Maintenance Activities	0				
3.6 - Fleet Services (2)	57,441	Х	Х	Х	Х
3.7 - Technology & Information Services (1)	421,617	X	X	Х	X
4.0 Regulation	\$3,874,432	\$1,591,816	\$1,089,026	\$492,007	\$701,583
4.1 - Consumptive Use Permitting	589,004	Х	Х		Х
4.2 - Water Well Construction Permitting and Contractor Licensing	825,395	Х	Х		Х
4.3 - Environmental Resource and Surface Water Permitting	1,388,567	Х	Х	Х	Х
4.4 - Other Regulatory and Enforcement Activities	392,789	Х	Х	Х	Х
4.5 - Technology & Information Service	678,677	Х	Х	Х	Х
5.0 Outreach	\$178,215	\$44,554	\$44,554	\$44,554	\$44,554
5.1 - Water Resource Education	0	X	Х	X	X
5.2 - Public Information	167,940	Х	Х	Х	Х
5.3 - Public Relations	0				
5.4 - Lobbying / Legislative Affairs / Cabinet Affairs	10,275	Х	х	Х	х
5.5 - Other Outreach Activities	0				
5.6 - Technology & Information Service	0				
SUBTOTAL - Major Programs (excluding Management and Administration)	\$60,066,556				
6.0 District Management and Administration	\$2,032,457				
6.1 - Administrative and Operations Support	1,972,457				
6.1.1 - Executive Direction	695,068				
6.1.2 - General Counsel / Legal	0				
6.1.3 - Inspector General	0				
6.1.4 - Administrative Support	842,901				
6.1.5 - Fleet Services	0				
0.4.0 D	0				
6.1.6 - Procurement / Contract Administration	1				
6.1.7 - Human Resources	120,102				
6.1.7 - Human Resources 6.1.8 - Communications	120,102				
6.1.7 - Human Resources	1				
6.1.7 - Human Resources 6.1.8 - Communications	120,102				
6.1.7 - Human Resources 6.1.8 - Communications 6.1.9 - Technology & Information Services	120,102 0 314,386				
6.1.7 - Human Resources 6.1.8 - Communications 6.1.9 - Technology & Information Services 6.2 - Computer/Computer Support	120,102 0 314,386 0				

Summary of Staffing Levels

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

SUMMARY OF WORKFORCE

Fiscal Years 2012-13, 2013-14, 2014-15, 2015-16, and 2016-17 PRELIMINARY BUDGET - Fiscal Year 2016-2017

PROGRAM	WORKFORCE CATEGORY	2012-2013 to	2012-2013 to 2016-2017						Current-Amended to Tentative 2015-2016 to 2016-2017		
		Difference	% Change	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Difference	% Change	
All Programs	Authorized Positions	(4.0)	-3.81%	105.0	101.0	101.0	101.0	101.0	-	0.00%	
	Contingent Worker	-		-	-	-	-	-	-		
	Other Personal Services	(5.6)	-37.33%	15.0	10.4	9.4	9.4	9.4	-	0.00%	
	Intern	-		-	-	-	-	-	-		
	Volunteer	-		-	-	-	-	-	-		
	TOTAL WORKFORCE	(9.6)	-8.00%	120.0	111.4	110.4	110.4	110.4	-	0.00%	
		, ,									
Water Resource Planning and Monitoring	Authorized Positions	3.0	15.79%	19.0	21.0	21.0	21.0	22.0	1.0	4.76%	
	Contingent Worker	-		-	-	-	-	-	-		
	Other Personal Services	(2.5)	-62.50%	4.0	1.5	1.0	1.0	1.5	0.5	50.00%	
	Intern	-		-	-	-	-	-	-		
	Volunteer	-		-	-	-	-	-	-		
	TOTAL WORKFORCE	0.5	2.17%	23.0	22.5	22.0	22.0	23.5	1.5	6.82%	
Acquisition, Restoration and Public Works	Authorized Positions	(6.0)	-50.00%	12.0	7.0	7.0	7.0	6.0	(1.0)	-14.29%	
•	Contingent Worker	-	00.0070	-	-	-	-	-	-	11.2070	
	Other Personal Services	(3.5)	-87.50%	4.0	1.5	1.0	1.0	0.5	(0.5)	-50.00%	
	Intern	-			-	-	-	-	-		
	Volunteer	-		_	_	-	_	_	-		
	TOTAL WORKFORCE	(9.5)	-59.38%	16.0	8.5	8.0	8.0	6.5	(1.5)	-18.75%	
	TOTAL WORK ORDE	(0.0)	-33.30 /0	10.0	0.5	0.0	0.0	0.5	(1.5)	-10.7370	
Operations and Maintenance of Lands and	Authorized Positions	2.0	14.29%	14.0	16.0	16.0	16.0	16.0	_	0.00%	
Works	Contingent Worker	-	14.2370	-	-	-	-	-	-	0.0070	
	Other Personal Services	(2.1)	-52.50%	4.0	1.9	1.9	1.9	1.9	_	0.00%	
	Intern	(2.1)	-32.30 /0		1.5	-	1.0	1.5		0.0070	
	Volunteer	_				_		_			
	TOTAL WORKFORCE	(0.1)	-0.56%	18.0	17.9	17.9	17.9	17.9		0.00%	
	TOTAL WORKLONGE	(0.1)	-0.50 /0	10.0	17.5	17.5	17.5	17.5		0.0070	
Regulation	Authorized Positions	(4.0)	-11.11%	36.0	33.0	32.0	32.0	32.0	_	0.00%	
. agaiation	Contingent Worker	- (4.0)	-11.1170	-	-	-	-	-		0.0070	
	Other Personal Services	2.0	66.67%	3.0	5.0	5.0	5.0	5.0	_	0.00%	
	Intern	-	00.01 /0	-	-	-	-	-		0.0070	
	Volunteer	-		-							
	TOTAL WORKFORCE	(2.0)	-5.13%	39.0	38.0	37.0	37.0	37.0		0.00%	
	TOTAL WORKFORGE	(2.0)	-5.15%	39.0	36.0	37.0	37.0	37.0	-	0.00%	
Outreach	Authorized Positions	_	0.00%	2.0	2.0	2.0	2.0	2.0		0.00%	
	Contingent Worker	-	0.0070	2.0	2.0	2.0	2.0	2.0		0.0070	
	Other Personal Services	_				_		_			
	Intern				-	-	-	-			
	Volunteer	-			-	-	_	-			
	TOTAL WORKFORCE	-	0.00%	2.0	2.0	2.0	2.0	2.0	-	0.00%	
	TOTAL WORKFURGE	-	0.00%	2.0	2.0	2.0	2.0	2.0		0.00%	
Management and Administration	Authorized Positions	1.0	4.55%	22.0	22.0	23.0	22.0	23.0		0.00%	
			4.00%		- 22.0		23.0		-	0.00%	
	Contingent Worker	- 0.5		-		- 0.5		- 0.5	-	0.000/	
	Other Personal Services Intern	0.5		-	0.5	0.5	0.5	0.5	-	0.00%	
				-	-				-		
	Volunteer	- 1.5	0.0001	-	- 22.5	- 22.5	- 22.5	- 22.5	-	0.0001	
	TOTAL WORKFORCE	1.5	6.82%	22.0	22.5	23.5	23.5	23.5	-	0.00%	

The five water management districts maintain a consistent set of performance metrics used to monitor and compare the performance of the districts. The Northwest Florida Water Management District's budget presents core mission performance measures to report the effectiveness and efficiency of its programs and activities.

Northwest Florida Water Management District PERFORMANCE MEASURES - NATURAL SYSTEMS

Fiscal Year 14-15 End of Year Performance Data Tentative Budget - August 1, 2016

Natural System Primary Goal: To restore the hydrology of natural systems and improve water quality of natural systems.

NS Objective 1: Maintain the integrity and functions of water resources and related natural systems									
Annual Measures	Fiscal Year 14-15								
Number of MFLs and Reservations, by water body type, established annually (fiscal year) and cumulatively (ever)	Annual	Cumulative							
Aquifer	0	0							
Estuary	0	0							
Lake	0	0							
River	0	2							
Spring	0	0							
Wetland	0	0							
Number and percentage of water bodies meeting their adopted MFLs	Annual	Percent							
Number of water bodies meeting MFLs	0	0.00%							
Number of water bodies with adopted MFLs	0								

NS Objective 2: Restore or improve degraded water resources and related natural systems to a naturally functioning condition.									
Annual Measures	Fiscal Year 14-15								
For water bodies not meeting their adopted MFLs, the number and percentage of those water bodies with an adopted recovery or prevention strategy.	Annual	Percent							
Number of water bodies with an adopted recovery or prevention strategy	0	0.00%							
Number of water bodies supposed to have an adopted recovery or prevention strategy	0								

NS Objective 3: To evaluate district owned land	Objective 3: To evaluate district owned lands to ensure that lands owned are necessary for the protection and restoration of water resources											
Quarterly Measures	Quar	ter 1	Quar	ter 2	Quar	rter 3	Quar	rter 4	Annualized (Cost per Acre		
Number of acres and percentage of District lands evaluated for surplus.	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Fiscal Year 14-15		
Number of acres evaluated for surplus	0.00	0.00%	2.60	0.00%	0.00	0.00%	0.00	0.00%	2.60	0.001%		
Total acres of District lands held at the beginning of the fiscal year	211,152.00		211,152.00		211,152.00		211,152.00		211,152.00			
Number of acres and % of surplus lands sold, exchanged, or leased.	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Annualized Average		
Number of acres of surplus lands sold, exchanged, or leased	0.00	0.00%	0.00	0.00%	2.60	0.00%	0.00	0.00%	2.60	100.00%		
Total acres of land approved for sale, trade or lease by the Governing Board	0.00		0.00		2.60		0.00		2.60			

Northwest Florida Water Management District PERFORMANCE MEASURES - NATURAL SYSTEMS

Fiscal Year 14-15 End of Year Performance Data Tentative Budget - August 1, 2016

Natural System Primary Goal: To restore the hydrology of natural systems and improve water quality of natural systems.

NS Objective 4: To identify the efficiency and re	lative cost of resto	oration and land m	anagement activit	ies						
Quarterly Measures	Quar	ter 1	Quar	rter 2	Quar	ter 3	Quar	ter 4	Annualized	Cost per Acre
Cost/acre for lands managed by the District (not total).	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Fiscal Year 14-15
Dollars expended in land management where the District serves as the lead manager	\$558,246.04	\$2.64	\$786,651.45	\$3.72	\$826,669.97	\$3.91	\$770,149.86	\$3.64	\$2,941,717.32	\$13.91
Number of acres where the District serves as the lead manager	211,152.00		211,500.00		211,497.00		211,497.00		211,497.00	
Cost/acre prescribed fire.	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Annualized Average
Dollars expended for prescribed burning	\$20,935.55	\$23.37	\$39,783.92	\$15.50	\$32,251.28	\$14.77	\$9,434.41	\$16.85	\$102,405.16	\$16.50
Number of acres burned	896.00		2,567.00		2,183.00		560.00		6,206.00	
Cost/acre for invasive plant control.	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Cost/Acre	Number	Annualized Average
Dollars expended controlling invasive plants	\$0.00	\$0.00	\$0.00	\$0.00	\$2,071.19	\$0.37	\$757.26	\$0.44	\$2,828.45	\$0.39
Number of acres treated	0.00		0.00		5,555.00		1,705.00		7,260.00	

Northwest Florida Water Management District PERFORMANCE MEASURES - FLOOD CONTROL

Fiscal Year 14-15 End of Year Performance Data Tentative Budget - August 1, 2016

Flood Control Primary Goal: Prevent or minimize loss of life and property from flood events

FC Objective 1: Minimize damage from flooding									
Annual Measure	Annualized Average								
Percentage of Maintenance Activities Completed on Schedule	Number	Percent							
Number of maintenance activities completed	N/A	0.00%							
Number of maintenance activities planned	N/A								

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Performance Measures

Northwest Florida Water Management District

PERFORMANCE MEASURES - WATER QUALITY

Fiscal Year 14-15 End of Year Performance Data Tentative Budget - August 1, 2016

Water Quality Primary Goal: To achieve and maintain surface water quality standards

WQ Objective 1: Identify the efficiency of perm	Q Objective 1: Identify the efficiency of permit review, issuance and relative cost of permit processing.												
Quarterly Measures	Quar	ter 1	Quar	ter 2	Qua	rter 3	Quar	rter 4	Annualized I	Performance			
For closed applications, the median time to process	Median		Median		Median		Median		Median				
ERP by permit type and total.	IVICUIAII		IVICUIAII		IVICUIAII		IVICUIAII		IVICUIAII				
Exemptions and noticed general permits	2.00		7.00		2.00		2.00		3.25				
Individually processed permits	25.00		18.00		25.00		22.00		22.50				
Letter modifications and extensions	3.00		3.00		2.00		3.00		2.75				
All authorizations combined	2.00		8.00		2.00		9.00		5.25				
For ERPs, cost to issue permit for all permit types	Number	Cost/Permit	Number	Cost/Permit	Number	Cost/Permit	Number	Cost	Number	Cost/Permit			
Total cost	\$63,738.32	\$344.53	\$61,450.79	\$590.87	\$63,483.24	\$364.85	\$65,703.14	\$513.31	\$63,593.87	\$430.42			
Number of permits	185		104		174		128		\$147.75				
For ERP, In-House Application to Staff Ratio for All	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio			
Permit Types	Nulliber	NdliU	Number	Nauv	Nulliper	NdliU	Number	NdliU	Number	Natio			
Total number of open applications	185	54.09	104	30.06	174	47.80	128	34.78	147.75	41.62			
Number of staff for the permit area	3.42		3.46		3.64		3.68		3.55				

Northwest Florida Water Management District PERFORMANCE MEASURES - WATER SUPPLY Fiscal Year 14-15 End of Year Performance Data Tentative Budget - August 1, 2016

Water Supply Primary Goal: To ensure a safe and adequate source of water for all users

WS Objective 1: Increase available water supplies and maximize overall water use efficiency to meet identified existing and future needs.							
Annual Measure	Fiscal Year 14-15						
District-wide, the quantity (mgd) of the 2010-2030 Public Supply increase in demand that has been met, excluding water conservation projects	MGD						
	31.76						
Uniform residential per capita water use (Public Supply) by District	GPCD						
	76.00						
Percentage of domestic wastewater reused	MGD						
Quantity (mgd) of domestic reused wastewater	78.83	80.55%					
Quantity (mgd) domestic wastewater produced	97.86						

WS Objective 2: To identify the efficiency of permit review and issuance and relative cost of permit processing.										
Quarterly Measures	Quarter 1		Quarter 2		Quarter 3		Quarter 4		FY 14-15 Annualized Performance	
For closed applications, the median time to process CUP by permit type and total.	Median		Median		Median		Median		Median	
Individually processed permits < 0.1mgd	7.00		6.00		11.00		8.00		8.00	
Individually processed permits >= 0.1mgd	14.00		17.00		17.00		8.00		14.00	
Letter modifications	8.00		0.00		6.00		6.00		5.00	
All authorizations combined	9.00		13.00		14.00		8.00		11.00	
For CUPs, cost to issue permit for all permit types (BPM and Metric - Report Quarterly Measures)	Number	Cost	Number	Cost	Number	Cost	Number	Cost	Number	Cost
Total cost	\$16,526.84	\$516.46	\$13,651.56	\$505.61	\$18,336.83	\$509.36	\$15,584.22	\$432.90	\$16,024.86	\$489.31
Number of permits	32		27		36		36		33	
For CUP, In-House application to staff ratio for all permit types (Metric - Report Quarterly Measures)	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio	Number	Ratio
Total number of open applications	32	32.65	27	32.14	36	30.51	36	35.64	33	32.67
Number of staff for the permit area	0.98		0.84		1.18		1.01		1.00	

WS Objective 3: To identify the efficiency of developing water resources and water supply.							
Annual Measures	Fiscal Year 14-15						
Cost per million gallons a day for Water Supply Development	Number	Cost					
Water Supply Development Cost	5,536,939.34	\$356,761.56					
Quantity (mgd) produced	15.52						

Performance Measures

Northwest Florida Water Management District

PERFORMANCE MEASURES - MISSION SUPPORT

Fiscal Year 14-15 End of Year Performance Data Tentative Budget - August 1, 2016

Mission Support Primary Goal: Support District core programs both effectively and efficiently.

MS Objective 1: To assess the ongoing costs of	administrative and	support operation	ns in order to achie	eve optimal efficie	ncy to minimize cos	sts.			
Quarterly Measures	Quai	ter 1	Quar	rter 2	Quar	ter 3	Quar	ter 4	Annualized Performance
Administrative Costs as a Percentage of Total Expenditures (report cumulative totals for each quarter during a fiscal year)	Number	Percent	Number	Percent	Number	Percent	Number	Percent	(Quarters are cumulative)
Administrative costs	528,127.63	12.91%	936,102.82	10.31%	1,468,337.61	9.57%	2,142,910.25	9.54%	
Total expenditures	4,090,100.29		9,077,849.40		15,340,478.58		22,459,451.63		

Basin Budget

Not Applicable

A. Terms

Ad Valorem Tax: a tax imposed on the value of real and personal property as certified by the property appraiser in each county.

Alternative Water Supply (AWS): includes, but is not limited to, conservation, reuse, aquifer storage and recovery, surface water storage, desalination, and other sources designated within an applicable regional water supply plan (also known as non-traditional sources).

Areas of Responsibility (AOR): the four areas of responsibility which must be addressed by each water management district's District Water Management Plan or Strategic Plan: water supply, water quality, flood protection, and natural systems.

Best Management Practices (BMPs): a practice or combination of practices determined, through research, field testing, and expert review, to be the most effective and practicable (including economic and technological considerations) on-site means of improving water quality in discharges.

Basin Management Action Plan (BMAP): a water quality improvement plan to identify sources of pollution, and includes strategies to address water quality.

Carryover: unexpended funds carried forward from the previous FY(s).

District Water Management Plan: the long-range comprehensive water resource management plan prepared by a water management district pursuant to section 373.036, F.S. See also Strategic Water Management Plan.

Ecosystem Management and Restoration Trust Fund: the state trust fund established by section 403.1651, F.S., administered by the Department of Environmental Protection, which supports the detailed planning and implementation of programs for the management and restoration of ecosystems, including development and implementation of surface water improvement and management (SWIM) plans.

Fixed Capital Outlay (FCO): payment for lands and land improvements, land easements, water control structures, bridges, buildings and improvements, and leasehold improvements. Items have an estimated service life of at least one year.

Florida Forever (FF): the Florida Forever Act, section 259.105, F.S., enacted by the 1999 Legislature and signed into law by Governor Bush, provided \$3 billion over 10 years to acquire land or less than fee interests in land to protect environmentally significant lands for conservation, recreation, water resource protection, wildlife habitat protection, and to provide for capital land improvement and public access to those lands.

Florida Water Plan (FWP): a statewide plan for the management of Florida's water resources developed by the Department of Environmental Protection and the water management districts, pursuant to section 373.036, F.S.

Full Time Equivalent (FTE): a measurement of employee work hours both allocated and used. One FTE is equivalent to 2,080 work hours per year (40 hours per week for 52 weeks).

Geographic Information System (GIS): a specialized data management system designed for the entry, analysis, and display of data commonly found on maps.

Hydrologic Basin or Watershed: the area of land where all the water drains to the same waterbody.

Interagency Agreements/Expenditures: funds used to assist other local agencies, regional agencies, the State of Florida, the federal government, public and private universities, and not-for-profit organizations in projects that have a public purpose.

Land Acquisition Trust Fund: The trust fund is for use as a depository for expenditure of such funds for the purposes defined in Section 28 Article 10 of the State Constitution.

Millage Rate: the tax rate on real property, based on \$1 per \$1,000 of assessed property value.

Mitigation: to make less severe; to alleviate, diminish or lessen; one or all of the following may comprise mitigation: (1) avoiding an impact altogether by not taking a certain action or parts of an action; (2) minimizing impacts by limiting the degree or magnitude of an action and its implementation; (3) rectifying an impact by repairing, rehabilitating, or restoring the affected environment; (4) reducing or eliminating an impact over time by preservation and maintenance operations during the life of an action; and (5) compensating for an impact by replacing or providing substitute resources or environments.

Operating Capital Outlay (OCO): payments for automotive equipment, boats, computer hardware, furniture, and equipment. Items have a value of at least \$1,000 and an estimated service life of at least one year.

Operating Expenses: all costs for items to be used as part of something else or disposed of within a year of purchase, including parts and supplies, small tools or equipment, and construction and maintenance products; and all costs associated with rental or lease of equipment, buildings, offices, insurance programs, permits, and fees paid to other agencies, taxes and relocation.

Other Personal Services (OPS): services rendered by a person who is not a regular or full-time employee filling an established position. OPS includes, but is not limited to, services of temporary employees, student or graduate assistants, persons on fellowships, part-time academic employees, board members and consultants, and other services specifically budgeted by an agency.

Potentiometric surface: the level to which water will rise in a tightly cased well open to a confined aquifer. In an unconfined aquifer the potentiometric surface is the water table level.

Preservation 2000 (P2000): the land acquisition program established by section 259.101, F.S., that provided \$300 million annually in bonds for land acquisition for environmental protection, recreation, open space, water management, and other purposes. The last bond issue was in April 2000.

Reserves: unbudgeted funds to be used for contingencies, managerial reserves, and capital expenditure needs requiring Governing Board approval to be spent.

Rolled-Back Rate: the rate that would generate prior year tax revenues less allowances for new construction, plus additions to the tax roll minus deletions to the tax roll. The rolled-back rate controls for changes in the market value of property and, if levied, represents "no tax increase" from the prior year.

Strategic Water Management Plan (SWMP): five-year strategic plan describing the District's responsibilities, strategic priorities, and applicable funding resources pursuant to section 373.036, F.S.

Swallet: an opening through which a stream disappears underground.

Truth in Millage (TRIM): requirement in section 200.065, F.S., which establishes a specific timetable and procedure for local governments and water management districts to consider and adopt their annual budgets.

Water Management Area (WMA): a district conservation land management area, typically comprised of multiple tracts that are grouped together to be managed as a single unit.

Water Management District (WMD): a regional water management district created pursuant to section 373.069, F.S.

Water Management Lands Trust Fund (WMLTF): the trust fund established by section 373.59, F.S., for water management district land acquisition, management, maintenance, capital improvements, payments in lieu of taxes, and administration in accordance with the provisions of Chapter 373, F.S.

Water Protection and Sustainability Trust Fund (WPSTF): the trust fund established by section 403.890, F.S., for implementing priority alternative water supply development, water resource development projects, springs protection, and surface water projects.

Water Supply Development: the planning, design, construction, operation, and maintenance of public or private facilities for water collection, production, treatment, transmission, or distribution for sale, resale, or end use (section 373.019(24), F.S.).

Watershed: an area of land that drains all the rainfall and streams within to a common outlet, such as a river, lake, or estuary. The word watershed is sometimes used interchangeably with drainage basin or catchment.

B. Acronyms

ACSC Area of Critical State Concern

ACF Apalachicola-Chattahoochee-Flint River System

AOR Area of Responsibility
AWS Alternative Water Supply
AWT Advanced Water Treatment
BMAP Basin Management Action Plan
BMP(s) Best Management Practice(s)
COE U.S. Army Corps of Engineers

CUP Consumptive Use Permit

DACS Florida Department of Agriculture and Consumer Services

DEP Florida Department of Environmental Protection

DFIRMS Digital Flood Insurance Rate Maps **DOQQ** Digital Orthophoto Quarter Quadrangle

DRI Development of Regional Impact EOG Executive Office of the Governor

EPA U.S. Environmental Protection Agency

ERP Environmental Resource Permit

ETDM Efficient Transportation Decision Making

FCO Fixed Capital Outlay

FDOT Florida Department of Transportation
FEMA Federal Emergency Management Agency

FTE Full Time Equivalent Position
 FAC Florida Administrative Code
 FFS Florida Forest Services
 FGS Florida Geological Survey

FS Florida Statute

FWC Florida Fish and Wildlife Conservation Commission

FWP Florida Water Plan

FY Fiscal Year

GAA General Appropriations ActGEBF Gulf Environmental Benefit FundGeographic Information System

IFAS University of Florida's Institute of Food and Agricultural Sciences

IT Information Technology
 LATF Land Acquisition Trust Fund
 LiDAR Light Detection and Ranging
 LBC Legislative Budget Commission

MIL Mobile Irrigation Lab

MFL(s) Minimum Flows and Minimum Water Levels

MGD Million Gallons per Day

NFWF National Fish and Wildlife Foundation

NWFWMD Northwest Florida Water Management District **NRCS** Natural Resources Conservation Service (USDA)

OCO Operating Capital Outlay

OFFAR Office of Financial and Regulatory ReformOPB Office of Policy and Budget, Governor's Office

OPS Other Personal Services

OWPMA Online Well Permitting Management Account

P2000 Preservation 2000

RAI Request for Additional Information

RFQ Request for Qualifications

Risk MAP Risk Mapping, Assessment and Planning

RESTORE Resources and Ecosystems Sustainability, Tourism Opportunities and Revived

Economies

RSTF Regional Stormwater Treatment Facility

RWSP Regional Water Supply Plan

SERC Statement of Estimated Regulatory Costs

SHLMB Sand Hill Lakes Mitigation Bank

SRWMD St. Johns River Water Management District

SRWMD Suwannee River Water Management District

SWIM Surface Water Improvement and Management (Program)

SWMP Strategic Water Management Plan

THSF Tate's Hell State Forest

TRIM Truth in Millage

USGS United States Geological Survey

WCA Water Conservation AreaWMA Water Management AreaWMD(s) Water Management District(s)

WMLTF Water Management Lands Trust Fund

WPSTF Water Protection and Sustainability Trust Fund

WRA Water Resources Act

WRCA Water Resource Caution Area
WSA Water Supply Assessment
WUCA Water Use Caution Area

WUP Water Use Permit

WWTF Waste Water Treatment Facility

C. Project Worksheets

The projects listed in Appendix C include the projects anticipated to be included in the annual funding plan developed pursuant to the Five-Year Water Resource Development Work Program.

The projects listed in Appendix C to implement water resource development projects, as prioritized in its regional water supply plans, are included in the District's tentative budget for a total of \$8,823,378 for FY 2016-2017.

Pursuant to Section 373.707(6)(a)., F.S., the District has reviewed its funding for Alternative Water Supply (AWS) projects.

• District Funding for AWS: \$2,950,005

• State Funding for AWS in the District: \$0

• Total Funding for AWS in the District: \$2,950,005

														Expenditure	Category (excl	udes overhea	ad)		Proje	cted Budget R	equest (excludes	overhead cos	ts)	AR	EA OF RE	SPONSIE	LITY
ctivity- pactivity	Project Title	Water Body	Project Description	Planning Document	Intended Quantified Water Quality Benefits	,		Achieved Quantified Water Supply Benefits	Begin Date	Fnd Data	Budget Request for FY2016-17	Salaries and Benefits	Expense	Other Personal Services	Contractual Services	Operating Capital Outlay	Fixed Capital Outlay	Interagency Grants	FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22	Water Wa Supply Qua	ter Floo lity Prote	d Natur	ral Mgm
ources P	Planning and Monito	oring											1							1							4
	Water Supply	All ground and surface	interconnection of water systems planning, planning technical	Five-Year Water Resource Development Work Program	NIA	N/A	NIA	N/A	10/1/1007	Lincohodulod	221.026	115,515	2 900	2 949	175.000				200.000	150,000	150,000	200,000	300 000	100% 04	v. 00/	0%	
		six waterbodies: Wakulla Spring, Sally Ward Spring, St. Marks River Rise, Jackson Blue Spring, coastal Floridan aquifer in Planning	Work planned for FY 2016-2017 includes: continued data collection, ecological assessments, and the development of hydrologic models for the St. Marks River Rise, Wakulla Spring, and Sally Ward Spring system; data collection, ecologic assessments, and the development of hydrologic models for Jackson Blue Spring; monitor well construction and water quality sampling to support MFL development for	Strategic Water Management Plan Annual Work Plan Report; Five- Year Water Resource Development Work Program; Annual Minimum		N/A	,NA	NA	10/1/1997	Unscheduled	321,926	115,515	2,800	2,818	1/5,000		-	-	300,000	150,000	150,000	200,000	300,000	100% 0	<u>% 0%</u>	0%	
		Region II, and the Shoal and Lower Yellow River system.	development of a MFL Work Plan for the Shoal and Lower	Flows and Minimum Water Levels Priority Waterbody List and Schedule	TBD	TBD	TBD	TBD	10/1/2012	Unscheduled	1.996.477	430.535	16.975	_	1.501.565	30.000	_		2.071.447	2 123 272	2,345,470	2.257.623	2 336 996	33% 33	% 0%	34%	
		All ground and surface	Collection and analysis of surface and groundwater data	Five-Year Water Resource Development Work Program	N/A	NA	NA	NA		Unscheduled	174,508	77,650	-,		16,950	30,000	-	-	175,000	175,000	175,000	175,000	, ,	100% 0			
											2,492,911	623,700	51,150	4,139	1,693,515	60,000	-		2,546,447	2,448,272	2,670,470	2,632,623	2,811,996				П
n. Restor	ration and Public W	orks																									Т
	Cypress Spring Protection and Restoration	Cypress Spring	, ,	Florida Forever Land	N/A	N/A	NA	NA	TBD	TBD	1,100,000	_	-	-	-	_	1,100,000		-	-	_	_	_	0% 10	% 10%	6 80%	
	Gainer Springs Land Acquisition		easement) of up to 942 acres and spring bank restoration at first magnitude springs complex along Econfina Creek in northern Bay County. The project will help protect natural	Florida Forever Land Acquisition Work Plan; Five-Year Water Resource Development Work Program	N/A	N/A	N/A	N/A	TBD	TBD	6,000,000		_	_	_		6,000,000				_	_		0% 10	% 10%	6 80%	
,	Jackson County		Less-than-fee acquisition and protection of approximately 598 agricultural acres within the Jackson Blue groundwater	Florida Forever Land	TBD	0	N/A	N/A	12/18/2015		2.686.568	<u> </u>	_	_	-		2.686.568	_		_					% 0%		

												F "	0-1- '	hales !	-1			and D. J. C.					FA 05 5	000110	IDILITY
T T											T	T .	Category (exc		nd)		Proje	cted Budget R	equest (exclud	es overhead c	osts)	A	REA OF RE	:SPONS	RILITY
Activity- Subactivity Project Title	Water Body	Project Description	Planning Document	Intended Quantified Water Quality Benefits	,	Intended Quantified Water Supply Benefits		Begin Date End D	Budget Request for FY2016-17	Salaries and Benefits	Expense	Other Personal Services	Contractual Services	Operating Capital Outlay	Fixed Capital Outlay	Interagency Grants	FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22	Water W Supply Qu			Momt Sv
ition, Restoration and Publi	c Works (continued)		-																						
Water Resource 2.2.1 Development	All ground and surface water sources in Regions	Staff time and resources toward the creation and protection of a quantifiable supply of water for existing and/or future reasonable-beneficial uses, from traditional or alternative sources, in Regional Water Supply Planning Regions II and III. Includes reclaimed water, water conservation, aquifer s feasibility, water source modeling, and ASR feasibility activities.		N/A	N/A	94 MGD	22 MGD	2/21/2001 Unsche	tuled 500.917	88,398	3 2,250	12,419	304,751		_	71,125	600,000	600,000	600.000	600.000	600 000	75% 1:	3% O%	100)% 0%
North Bay Wastewater Reu	se St. Andrew Bay	This nonrecurring grant is planned for Bay County to install approximately 7.5 miles of reclaimed water pipeline between the North Bay WWTF and Gulf Power's Plant Smith. Total project cost is estimated at \$3.25 million. The project is part of a larger, collaborative effort between Bay County, Gulf Power and Panama City to complete significant wastewater and reclaimed water improvements within the Region III	Region III Regional Water Supply Plan; Five-Year Water Resource Development Work								2,400		30,,,0				·	·	w	333,400	333,533				
2.2.1 Project	watershed	RWSP.	Program Strategic Water	NA	NA	0.25-1.5 MGD	TBD	10/1/2016 9/30/2	018 500,000	-	-	-	-	-	-	500,000	250,000	250,000	-	-	-	75% 2	5% 0%) 0	% 0%
Water Supply 2.2.2 Development Gr	Floridan aquifer; sand- and-gravel aquifer; Deer ants Point Lake Reservoir	water supply protection and management needs.	Management Plan Annual Work Plan Report; Five- Year Water Resource Development Work Program	NA	N/A	N/A	NA	1/30/2014 Unsche	Juled 8,985,183	-	-			-		8,985,183	2,000,000	-	-		-	100%	% 0%	5 0	% 0%
Advanced Septi Systems Pilot 2.3.0 Project	: Wakulla Springs; Woodville Karst Plain springs complex	Design and install individual advanced septic systems in a Leon County neighborhood and Wakulla County neighborhood within the Wakulla BMAP Priority Focus Area 1. This project is a partnership with Leon and Wakulla Counties, the Florida Department of Health, the Florida Department of Environmental Protection, and the Northwest Florida Water Management District. The pilot project will provide information on feasibility and nutrient reduction associated with advanced septic system, but is estimated to reduce nutrients by 1,355 pounds per year.	Strategic Water Management Plan Annual Work Plan Report; St.	TBD; A preliminary estimate is 1,355 lbs/yr TN	0	NA	N∕A	TBD TBI	1,500,000		-	-	-			1,500,000	750,000	-		-	-	0% 7:	% 0%	o 25	5% 0%
Apalachicola Ba	y Apalachicola River and Bay watershed	Project includes multiple projects funded by the Water Management Land Trust Fund for water quality improvement in Apalachicola Bay.		170 acres treated	0	N/A	N/A	10/1/2013 9/30/2	018 978,978	-	_	_	_		-	978,978	-	-	_	_	_	0% 10	0% 0%	5 0	% 0%
Apalachicola Riv	er Apalachicola River and	Project includes multiple stormwater retrofit and water quality improvement projects to improve water quality within the	Strategic Water Management Plan Annual / Work Plan Report; Apalachicola River and																						
	ad Jackson Blue Spring;	watershed. Design, engineering, permitting, and construction to extend central sewer service to the Jackson Blue Springs Recreational Area and approximately 82 homes along Blue Springs Road. The project includes removing the public park septic tank at Jackson Blue Spring as well as homes adjacet	Strategic Water		0 acres treated	NA	NA .	9/6/2001 9/30/2			-	-	-	-	-	-	-	-	-	-	-	0% 4			
2.3.0 Sewer Project Claiborne Aquift 2.3.0 Evaluation	Jackson Blue Spring; Merritt's Mill Pond;	to Merritt's Mill Pond. Investigation into the Claiborne aquifer within the Jackson Blue Spring contribution area to evaluate feasibility as an alternative water supply source. The project involves constructing test and monitor wells; completing aquifer performance testing; and analyses and modeling.	Work Plan Report Strategic Water Management Plan Annual Work Plan Report; Five Year Water Resource Development Work Plan		N/A		N/A TBD	TBD TBI			-	-	-	-	-	3,401,200		-	-		-	50% 2			5% 0% 5% 0%

	T												Expenditure	Category (exclu	des overhead)			Proje	cted Budget I	Request (exclu	des overhead co	sts)	A	REA OF RE	PONSIBILIT	Y
Activity- Subactivity	Project Title	Water Body	Project Description	Planning Document	Intended Quantified Water Quality Benefits	,	Intended Quantified Water Supply Benefits		Begin Date End Date	Budget Request for FY2016-17	Salaries and Benefits	Expense	Other Personal Services	Contractual Services	Operating Capital Outlay	xed Capital Outlay	nteragency Grants	FY2017-18	FY2018-19	FY2019-20	FY2020-21	FY2021-22		ater Floor		Mgmt. Sv
ition, Resto	ration and Public W	/orks (continued)		1	, ,	,						<u> </u>	<u> </u>	<u> </u>						<u> </u>						
,	Florida Forever			Florida Forever Work	la casa kan la dili																					
2.3.0	Program	waterbodies	· ·	Plan; Consolidated Annual Report	feet restored	TBD	N/A	NA	6/1/2003 9/30/2017	372,480		_	_				372,480			_		_	10% F	0%	40%	0%
2.3.0	Indian Springs Sewer Extension	Jackson Blue Spring; Merritt's Mill Pond	Project with Jackson County to implement the first phase of this project, eliminating septic systems within the Jackson	'		0	NA	N/A	10/1/2015 9/30/2017			_		-	-	_	1,450,000		-					75% 0%		
	Jackson Blue	Jackson Blue Spring; Merritt's Mill Pond;	improvement and water use efficiency in the Jackson Blue	Strategic Water Management Plan Annual	10% nutrient reduction (from standard applicatio	n																				
2.3.0	Springs Ag BMPs	Chipola River watershed	1 00		methods)	TBD	NA	NA	10/1/2013 9/30/2018	3 2,321,022							2,321,022	1,000,000	-	-	-	-	25% 5	0%	25%	0%
2.3.0		Wakulla Springs; Woodville Karst Plain	Project for the design, engineering and construction of sanitary sewer lines in the Woodside Heights neighborhood to the City of Tallahassee's advanced wastewater treatment		5,980 lbs/yr N	0	NA	N/A	12/11/2014 12/11/201	7 1,337,500		_	-	-	-	-	1,337,500	1,112,500		-			25% 5	50% 0%	25%	0%
230	NFWF SWIM	All surface watersheds	Project funded by the National Fish and Wildlife Foundation to complete assessments and project plans for the District's	Strategic Water Management Plan Annual Work Plan Report; Consolidated Annual Report	N/Δ	WA	NA	N/A	9/1/2015 10/31/201	7 605.960	76,126	4,260	5,053	502,828									0% /	15% 10%	45%	0%
	Septic Connection	Wakulla Springs; Woodville Karst Plain	Connect up to 130 properties currently on OSTDS to existing	Strategic Water Management Plan Annual Work Plan Report; St. Marks River Watershed	2,526 lbs/yr TN	0	N/A	N/A	TBD TBD	637,000	-	-	-	-		-	637,000	337,000						50% 0%		0%
	Sod-Based Crop	Jackson Blue Spring;	Project includes ongoing support to IFAS for research and outreach to producers; and a pilot project for sod-based crop rotation project with up to four producers in the Jackson Blue	Strategic Water Management Plan Annual		TBD	NA	NA	10/1/2005 9/30/2019	380,832							380,832	118,400	118,400	118,400	-	-				0%
2.3.0	St. Andrew Bay SWIM	St. Andrew Bay watershed	abatement projects with local governments that will address water quality priorities within the St. Andrew Bay watershed. Remaining funds will be applied to projects that will reduce nonpoint source pollution and sedimentation within the	Andrew Bay SWIM Plan; Consolidated Annual		665 acres treated	N/A	N/A	9/28/2000 9/30/2017	7 87.355	9,323	_	_	76,000			_	_	_	_	-		0% 4	5% 10%	45%	0%
	Wakulla County Wastewater Retrofit Project - Magnolia Gardens Phases I & II & Wakulla	k Wakulla Springs; k Woodville Karst Plain	Project for the design, engineering and construction of sanitary sewer lines in the Magnolia and Wakulla Gardens neighborhoods to Wakulla County's planned advanced wastewater treatment plant. The expanded central sewer collection system will provide the infrastructure to connect up	Strategic Water Management Plan Annual Work Plan Report; St. Marks River Watershed	21,000 lbs/yr N	on area maner						-		10,000			0 000 400	4 000 470				-				
2.3.0	Woodville Sewer System Project Phase I	springs complex Wakulla Springs; Woodville Karst Plain springs complex	Design and permit a central sewer system to service approximately 1,500 homes in south Leon County currently on septic tanks (Phase I). Project is within the Wakulla	Strategic Water Management Plan Annual Work Plan Report; St. Marks River Watershed	29,142 lbs/yr TN		N/A	N/A N/A	12/11/2014 9/30/2017 TBD TBD	7 8,363,468 1,500,000		-	-	-	-	-	8,363,468 1,500,000	1,900,170 750,000		-				50% 0%		

													Expenditure Ca	ategory (exclud	des overhead)			Proje	cted Budget Re	equest (exclud	les overhead co	usts)	AREA O	F RESPONS	SIBI'
					Intended	Achieved	Intended Quantified	d Achieved					Other		Operating	10 21		•		1 \		Ĺ			
Activity-	Project Title	Water Body	Project Description	Planning Document	Quantified Water	Quantified Water	Water Supply	Quantified Water	Begin Date End Date		Salaries and	Expense	Personal	Contractual	Canital		Interagency	FY2017-18	FY2018-19	FY2019-20	FY2020-21		Vater Water		
bactivity					Quality Benefits	Quality Benefits	Benefits	Supply Benefits		for FY2016-17	Benefits		Services	Services	Outlay	Outlay	Grants					Su	upply Quality F	rotect Syst	stem
n, Restor	ration and Public W	orks (continued)		1		, ,	•			1		<u> </u>			, , , , , , , , , , , , , , , , , , ,										
			Streambank restoration and protection measures at																						_
			Hightower Landing will include using geo-technical bags to																			1			
			create vegetative retaining walls, construction of a parking																			1			
	Hightower Springs			Strategic Water	Approximately 345																	1			
	Streambank		installation of rail fencing, construction of a boardwalk and	Management Plan Annual	linear feet																	1			
2.6.0	Restoration	Holmes Creek	overlook deck for viewing the spring pool.	Work Plan Report	streambank restored	TBD	N/A	WA	1/12/2013 9/30/2017	47,500						80,000						<u> </u>	0% 75%	0% 25	25%
			Restoration and protection measures at the James tract will																			1			
			include non-structural shoreline restoration using geo-	Strategic Water																		1			
			technical bags. Backfill material will be placed behind the bag																			1			
			layers and the elevation will be stabilized with geo-technical	Work Plan Report; Five	Approximately 100																	1			
	James Tract		fabric. Adjacent disturbed floodplain will be planted with	Year Water Resource	linear feet																	1			
2.6.0	Restoration	Econfina Creek	native vegetation and irrigated for 12 months as needed.	Development Work Plan	streambank restored	TBD	N/A	N/A	10/1/2016 9/30/2017	50,000						50,000						1 1	0% 0%	0% 10	100
			Streambank restoration and protection measures at Live Oak																						
			Landing will include using geo-technical bags to create																			1			
	Live Oak		vegetative retaining walls, construction of additional parking	Strategic Water	Approximately 160																	1			
	Streambank		area, stormwater facilities, rail fencing and a fishing pier for	Management Plan Annual	linear feet																	1			
2.6.0	Restoration	Holmes Creek	"bank" fishing.	Work Plan Report	streambank restored	TBD	NA	N/A	1/12/2013 9/30/2017	53,750						100,000		_			_		0% 75%	0% 25	25°
																									-
			Streambank restoration and protection measures at Seven																						
	Seven Runs			Strategic Water	Approximately 50																				
	Streambank		-	Management Plan Annual																		1			
2.6.0	Restoration	Choctawhatchee River		Work Plan Report	streambank restored	I IRD	N/A	WA	10/1/2016 9/30/2017	25,000						25,000							0% 0%	0% 10	00
			Streambank restoration and protection measures at Spurling																			1			
	0		Landing will include using geo-technical bags to create	Otrata dia Metan	A																	1			
	Spurling		vegetative retaining walls, development of three picnic areas,		Approximately 45																	1			
	Streambank			Management Plan Annual		1700			444010040	40.050												1	00/ 750/	00/	
2.6.0	Restoration	Holmes Creek	1 0	Work Plan Report	streambank restored	I IRD	NA	WA	1/12/2013 9/30/2017	16,250						20,000							0% 75%	0% 25	25
			Streambank restoration and protection measures at Cotton																			1			
	Ctra and and		Landing will include using geo-technical bags to create	Otratasia Wates	Americantal 200																	1			
	Streambank		vegetative retaining walls, stormwater facilities, enhanced	Strategic Water	Approximately 300																	1			
0.00	Restoration at		public access and parking, four primitive campsites, rail	Management Plan Annual		TDD	AU/A	NI/A	3/24/2015 9/30/2017	402.000				0.000		184.000						1	0% 0%	0% 10	400
2.0.0	Cotton Landing	Holmes Creek	fencing and landscape plant installation.	Work Plan Report	streambank restored	IBD	NA	NA	3/24/2015 9/30/2017	193,000				9,000		184,000							0% 0%	0% 10	UU
			Streambank restoration and protection measures at Devils																			1			
			Hole Spring will include using geo-technical bags to create																			1			
	Ctroomhonk		vegetative retaining walls, construction of public access	Ctratagia Mater	Approximately 60																	1			
	Streambank Restoration at Devils			Strategic Water Management Plan Annual																		1			
260				Work Plan Report	streambank restored	TDD	NA	N/A	3/24/2015 9/30/2017	137,000				6.000		131.000						1	0% 0%	0% 10	100
2.0.0	nule opiling	Econiina Creek	campsite and landscape plant installation.	Work Flatt Report	Sil edifibatik Tesibi eu	עפו ג	IVA	IVA	3/24/2013 9/30/2017	137,000				0,000		131,000							J/0 U/0	076 10	00
			Public access improvements, shoreline, and spring vent																			1			
			restoration and protection at Blue Spring Camp, a major																			1			
			camping and recreation area on Econfina Creek, and																						
			shoreline restoration to a MFL priority waterbody. The project																						
	Econfina Blue			Strategic Water	0.75 acres of																				
			spring vent restoration, reducing erosion and sedimentation																						
	Improvements				abatement	0	NA	N/A	TBD TBD	200,000						200,000		-	-	_	-		0% 25%	0% 75	75°
			The state of the s		1				,	200,000													20,0		Ť
										20,842,318	98, 176	4,260	5,053	578,828	-	-	20, 133, 502	8,288,070	118,400	118,400					
and Mai	ntenance of Lands	and Works																							Ī
			Habitat enhancement, restoration, and maintenance of public																				\Box		
	Econfina Creek &		access facilities in the Econfina Water Management Area,																						
			the primary recharge area for Deer Point Lake in the Region																						
	Recharge Area	springs	III RWSP area.	Work Plan	N/A	N/A	N/A	N/A	8/28/2008 9/30/2017	930,526	191,470	283,000	8,344	394,160	[10,000		926,800	926,800	926,800	926,800	926,800 5	50% 25%	0% 2	25
																									Ī
										930,526	191,470	283,000	8,344	394,160	-	10,000	-	926,800	926,800	926,800	926,800	926,800			
n	1								1														السبب		
		Floridan aquifer and sand	- Continuing water resource development project to plug	Five Year Water		5,258 in Region II																			
					approximately 230		NIA	N/A	0/04/0004	40.000				40.000				40.000	40.000	40.000	40.000	40.000	F00/ F00/	00/	00
4.2.0	riugging	Region II	Region II RWSP area.	Work Plan	wells	2015	IVA	NA	2/21/2001 9/30/2018	10,000	-	-	-	10,000	-	-	-	10,000	10,000	10,000	10,000	10,000 5	50% 50%	U% 0	υ%
										10,000				10,000	_			10,000	10,000	10,000	10,000	10,000			
										10,000	-	-		10,000				10,000	10,000	10,000	10,000	10,000			

D. Related Reports

The following table includes a list of reports provided to the state that support the Standard Format Budget. Also included are the due dates, District employee responsible, and his/her email address.

PLAN / REPORT / ACTIVITY	DUE DATE	CONTACT	E-MAIL
Five-year Capital Improvement Plan	Annually March 1	Bill Cleckley	bill.cleckley@nwfwater.com
Five-year Water Resource Development Work Plan	< 30 days budget	Nick Wooten	nick.wooten@nwfwater.com
Strategic Water Management Plan	Annually Nov 30	Nick Wooten	nick.wooten@nwfwater.com
Strategic Water Management Plan Annual Work Plan Report	Annually March 1	Nick Wooten	nick.wooten@nwfwater.com
Minimum Flows and Minimum Water Levels Priority List	Annually Nov 15	Nick Wooten	nick.wooten@nwfwater.com
Regional Water Supply Plan Update	5 year update or as needed	Nick Wooten	nick.wooten@nwfwater.com
SWIM Plans (all)	As needed	Nick Wooten	nick.wooten@nwfwater.com
SWIM Priority List	5 year update or as needed	Nick Wooten	nick.wooten@nwfwater.com
Florida Forever Five-year Work Plan update	Annually March 1	Bill Cleckley	bill.cleckley@nwfwater.com
Northwest Florida Umbrella, Watershed-based, Regional Mitigation Plan Update F.S. 373.4137	Annually March 1	Nick Wooten	nick.wooten@nwfwater.com

E. Outstanding Debt

Not Applicable

F. Alternative Water Supply Funding

Water Protection and Sustainability Programs

Project Status

No projects are budgeted during FY 2016-2017 with funding from the Water Protection and Sustainability Program Trust Fund.

G. Consistency Issues

Vehicle Maintenance Standards: Report on the development of baseline vehicle maintenance data and the use of this date to determine a cost effective vehicle replacement standard.

The Florida Department of Management Services has developed Minimum Equipment Replacement Criteria. For cars and pickup trucks, a Replacement Eligibility Factor (REF) is determined by considering the age of the vehicle, mileage, condition, lifetime maintenance costs, downtime, most recent annual maintenance cost and cost per mile. For trucks, tractors, mowers, trailers, and other equipment, a mile per hour or age threshold is established. If an asset exceeds the REF or replacement threshold, it is eligible for replacement.

The water management districts evaluated their fleet and equipment replacement policies, compared them to the state's criteria and adopted the state's minimum equipment replacement criteria (floor) or established criteria greater than the state.

Water Management Districts Minimum Replacement Criteria

	State	Northwest	St. Johns River	South Florida	Southwest Florida	Suwannee River
DROPDEAD AGE						
Gas	12	12	12	12	10	12
Diesel		12		15	10	
DROPDEAD						
MILES						
Gas	120,000	150,000	120,000	180,000	150,000	120,000
Diesel		250,000	150,000	250,000	150,000	
3/4 Ton & 1 Ton	150,000	175,000				
Truck						

The District has adopted the DMS minimum standards for vehicle replacement at 120,000 and 150,000 miles; however, most automobiles and trucks are replaced at 170,000 to 180,000 miles depending on condition, type of usage, and repair history. The DMS standards were also adopted for other classes of larger vehicles and equipment but the replacement is based on condition and cost of repair. NWFWMD has replaced one on-road vehicle in the last year. As future replacements are considered, the repair and maintenance cost data gathered and reported in the metrics will be used.

<u>Structure and Staff Nomenclature: Report of the progress of the development of a standardized classification for non-managerial positions.</u>

Prior to 2011, no state standard existed for the structure and staff nomenclature for the water management districts. In 2011, the water management districts began developing consistent standards for the classification and nomenclature of staff positions. In FY 2011-2012, the water management districts focused on management level positions.

The districts agreed to a five-level classification for management, as stated below:

Level 1 – Executive Director

Level 2 – Assistant Executive Director

Level 3 – Division Director or Office Director

Level 4 - Bureau Chief or Office Chief

Level 5 – Section Administrator or Manager

In FY 2012-2013, the districts expanded their work in the development of standardized classification to non-managerial positions. It was determined that a tiered approach would best enable the districts to achieve consistency while maintaining the appropriate staff necessary to support the core missions of the districts. The districts were grouped into the following tiers based on size, scope, and programs of each district:

Tier 1 - South Florida

Tier 2 - Southwest Florida and St. Johns

Tier 3 - Northwest and Suwannee

The Tier 1 district continues to evaluate its pay grades, job titles, and pay rates in comparison to other water management districts to determine where it can establish commonalities.

The Tier 2 and Tier 3 districts have all adopted common pay grades, which facilitates the development of a standard classification system for all positions. The Tier 2 districts have evaluated their job classifications to determine which positions could be classified in a common pay grade. To date, the Tier 2 districts have achieved pay grade consistency for approximately 50 existing jobs, particularly jobs in information technology, engineering, and science.

Tier 3 districts have extensively reviewed the organizational structures of the districts. The Tier 3 districts have aligned district resources with core missions and programmatic needs and aligned their job classifications with Tier 2 districts.

The districts will continue to review job classifications and adopt consistent classifications where possible.

All Districts have agreed to structure and staff nomenclature for the top five levels of management.

<u>Staff Levels/Reorganization: Develop a method of regularly evaluating staffing levels to ensure that staffing is consistent with programmatic needs.</u>

Each water management district continues to evaluate its organizational structure and staffing levels as it focuses on core missions.

The NWFWMD continues to review positions to assess and align each position to core missions and ensure that salary costs are appropriately budgeted and expended. As positions become vacant, they are evaluated to substantiate the need for the position. In addition, the position is assessed to see if it could be better filled as an OPS position or contracted rather than authorized FTE, which would generate a savings to the District.

Salary Range: Evaluate the common pay plan set for finalization in October 2012 between the NWFWMD, SJRWMD, SRWMD, and SWFWMD, and then compare it to that of the SFWMD to determine whether a common plan is a feasible option for all Districts.

SJRWMD, SWFWMD, NWFWMD, and SRWMD implemented a common pay plan. SFWMD determined that implementing a common pay plan would result in significant adverse impact to 38 percent of the SFWMD workforce unless pay loads are widened. Additionally, there are a number of positions that are unique to the services provided by SFWMD, such as flood control and Everglades restoration. SFWMD continues to evaluate pay grades, titles, and rates to determine where it can establish commonalities.

Health Insurance:

The water management districts continue to explore options individually, as well as collectively, to standardize benefits and control health insurance costs for both the employee and employer.

Retiree Health Subsidies: Districts will report on the progress of their phase out plans and conversions to a standard retiree health subsidy identical with the State's.

Historically, SFWMD, SWFWMD, NWFWMD, and SJRWMD provided health insurance subsidies to retirees. Each of these districts developed a phase out plan. SRWMD did not provide this benefit.

NWFWMD discontinued contributing towards retirees' health insurance premiums effective October 1, 2011. Effective April 1, 2013, retirees had the option of having their health insurance premiums deducted from their retirement check from the Florida Department of Management Services.

Metrics

The reporting of water management district metrics began in Fiscal Year 2011-2012. This information is used to assess the effectiveness of the districts' work processes, such as consumptive use and environmental resource permitting, and to gauge progress toward district goals, such as meeting future water supply needs and protecting natural systems. Since Fiscal Year 2011-2012, the number of individual metrics has been reduced from 83 to 24, to focus on those metrics most useful for performance evaluation. Currently, 16 metrics are reported quarterly and the remaining eight are reported annually at the end of each fiscal year.

Contract and Lease Renewals: Report on progress of price concessions from vendors Governor Scott has asked each state agency falling under his purview to examine its existing contracts and seek price concessions from its vendors. Each water management district is encouraged, regarding contracts or lease agreements, to seek these same price concessions from its vendors for existing contracts. When considering lease agreements, office space should be utilized in the most efficient manner possible with a focus on saving taxpayer dollars.

In compliance with Florida Statutes, the policy of NWFWMD is pursuing price concessions from vendors for those purchases that require concession efforts. Additionally, the District has taken this concept a step further and engages in price concession efforts on those purchases that are not subject to the requirement. Pursuing price concessions on both required and non-required purchases is of benefit to the District and to the citizens it serves.

Al-10791 Clerk & Comptroller's Report 11. 3.

BCC Regular Meeting Consent

Meeting Date: 08/18/2016

Issue: Minutes and Reports

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

Organization: Clerk & Comptroller's Office

Recommendation:

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

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

- A. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held August 4, 2016;
- B. Approve the Minutes of the Attorney-Client Session held August 4, 2016; and
- C. Approve the Minutes of the Regular Board Meeting held August 4, 2016.

Attachments

20160804 Agenda Work Session

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD AUGUST 4, 2016

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

(9:02 a.m. – 10:39 a.m.)

Present: 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

Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

Jack R. Brown, County Administrator

Alison Rogers, County Attorney

Susan Woolf, General Counsel to the Clerk

Lizabeth Carew, Administrative Specialist, Clerk and Comptroller's Office Judy H. Witterstaeter, Program Coordinator, County Administrator's Office

Absent: Commissioner Grover C. Robinson IV, Chairman, District 4

- 1. <u>FOR INFORMATION:</u> The agenda for the August 4, 2016, Regular Board Meeting, was reviewed as follows:
 - A. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the Regular BCC Agenda and County Attorney Rogers reviewed the Written Communication Items;
 - B. Honorable Pam Childers, Clerk of the Circuit Court and Comptroller, reviewed the Clerk's Report;
 - C. Horace Jones, Director, Development Services Department, reviewed the Growth Management Report;
 - D. Judy H. Witterstaeter, Program Coordinator, County Administrator's Office, reviewed the County Administrator's Report; and
 - E. County Attorney Rogers reviewed the County Attorney's Report.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-10785 Growth Management Report 11. 1.

BCC Regular Meeting Action

Meeting Date: 08/18/2016

Issue: Action Item - Lost Key C11 Townhome Final Plat

From: Horace Jones, Director Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Lost Key C11 Townhome Permit #150500023

That the Board take the following action concerning recording of the Final Plat of Lost Key C11 Townhome, (a 90-lot, townhome private residential subdivision with private street), located in the Lost Key Golf and Beach Club community at Perdido Key and lying west of Lost Key Boulevard and south of Semmes Street. Owned and developed by WCI Communities, LLC. The approval of a final plat allows the recording of the plat in the public records when its content and form are consistent with state and county requirements and with any applicable conditions of its approved preliminary plat and infrastructure construction plan, as set forth in Section 2-5.7, of the Escambia County Land Development Code; prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statutes;

- A. Approve the final plat for recording;
- B. Approve the street names "Salt Meadow Drive and Lost Key Boulevard".

BACKGROUND:

The preliminary plat was approved on December 2, 2015. Construction Plans were approved on December 2, 2015. The Escambia County Department of Public Safety approved the street names "Salt Meadow Drive and Lost Key Boulevard"; on July 25, 2016. Development Services Department inspected the improvements on August 17, 2016 and found improvements substantially complete and in accordance with applicable County requirements. Staff has reviewed the final plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets may reflect additional cost to maintain these improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on the County Land Development Code – providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

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

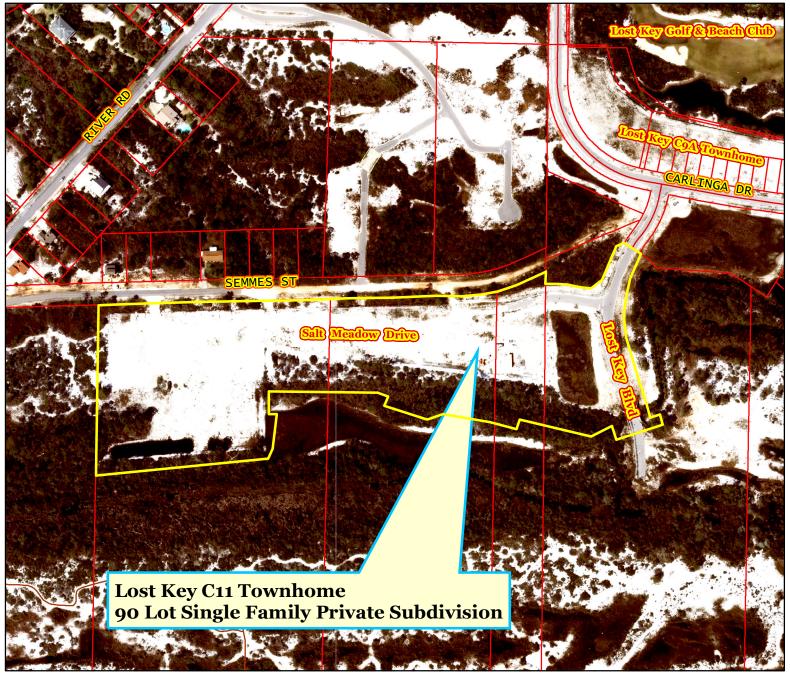
COORDINATION WITH OTHER AGENCIES/PERSONS:

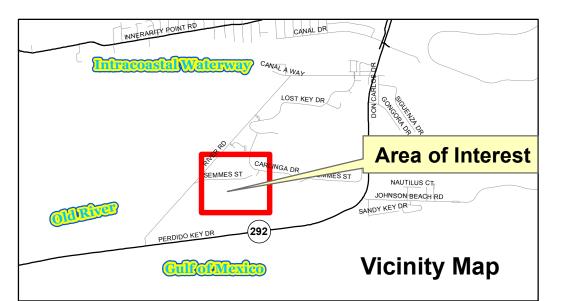
Staff has been in contact with the developer's engineer/surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Location/Vicinity Map Final Plat

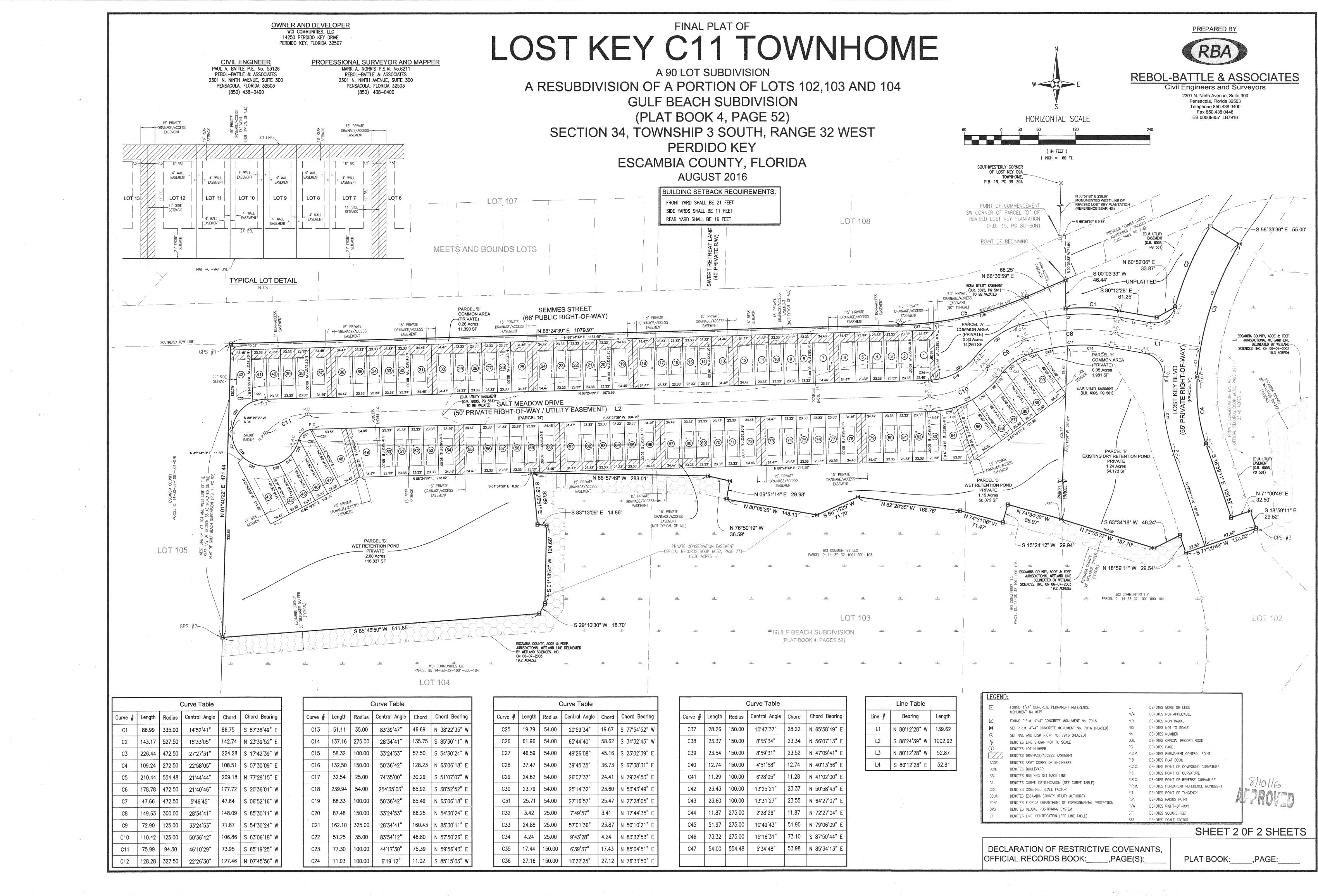
Final Plat ~ Lost Key C11 Townhome 90 Lot Single Family Residences







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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-10775 Growth Management Report 11. 1.

BCC Regular Meeting Consent

Meeting Date: 08/18/2016

Issue: Schedule of Public Hearings

From: Horace Jones, Director Organization: Development Services

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearing

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

Thursday, September 1, 2016

5:50 p.m.- A Public Hearing - Adding Limited Agricultural Uses in the Future Land Use Categories Mixed-Use Suburban and Mixed-Use Urban - CPA-2016-01 (second of two public hearings)

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10760 County Administrator's Report 11. 1.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/18/2016

Issue: Community Redevelopment Agency Meeting Minutes, July 19, 2016

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, July 19, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the July 19, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On August 18, 2016, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this recommendation.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this recommendation.

Attachments



MINUTES COMMUNITY REDEVELOPMENT AGENCY July 19, 2016 9:00 a.m.

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

Present: Doug Underhill, Commissioner, District 2

Grover Robinson, IV, Commissioner, District 4

Steven Barry, Commissioner, District 5

Absent: Lumon May, Commissioner, District 3 - Chairman

Wilson Robertson, Commissioner, District 1

Staff Present: Jack R. Brown, County Administrator

Alison Rogers, County Attorney

Amy Lovoy, Assistant County Administrator Chip Simmons, Assistant County Administrator

Tonya Gant, Department Director Clara Long, Division Manager

Melanie Johnson, Administrative Assistant

Judy Witterstaeter, Agenda Program Coordinator

Call to Order, 9:01 a.m.

(PLEASE TURN YOUR CELL PHONE TO THE VIBRATE, SILENCE, OR OFF SETTING)

Proof of publication

Escambia County Community Redevelopment Agency (CRA) Meeting was properly advertised in the Pensacola News Journal.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 3 - 0

Other: Commissioner, District 3 - Chairman Lumon May (ABSENT)

Commissioner, District 1 Wilson Robertson (ABSENT)

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, June 16, 2016 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the June 16, 2016, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 3 - 0

Other: Commissioner, District 3 - Chairman Lumon May (ABSENT)

Commissioner, District 1 Wilson Robertson (ABSENT)

2 Recommendation Concerning to Conduct a Public Hearing to amend the Cantonment Redevelopment Trust Fund - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning an Ordinance amending the Cantonment Redevelopment Trust Fund:

A. Conduct a Public Hearing at 5:31 p.m., for consideration to Adopt an Ordinance of Escambia County, Florida, amending Chapter 46, Article VI, Section 46-290(b) of the Escambia Code of Ordinances relating to the Cantonment Redevelopment Trust Fund; providing for an amended legislative finding to expand the boundaries of the area consistent with R2015-137; providing for severability; providing for inclusion in the code; and providing for an effective date; and

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

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 3 - 0

Other: Commissioner, District 3 - Chairman Lumon May (ABSENT)

Commissioner, District 1 Wilson Robertson (ABSENT)

3 Recommendation Concerning to Conduct a Public Hearing to amend the Palafox Redevelopment Trust Fund - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning an Ordinance amending the Palafox Redevelopment Trust Fund:

A. Conduct a Public Hearing at 5:32 p.m., for consideration of adopting an Ordinance of Escambia County, Florida, amending Chapter 46, Article VI, Section 46-284(b) of the Escambia Code of Ordinances relating to the Palafox Redevelopment Trust Fund; providing for an amended legislative finding to expand the boundaries of the area consistent with R2010-205; providing for severability; providing for inclusion in the code; and providing for an effective date; and

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

Motion made by Commissioner, District 4 Grover Robinson, IV, Seconded by Commissioner, District 5 Steven Barry

Vote: 3 - 0

Other: Commissioner, District 3 - Chairman Lumon May (ABSENT)
Commissioner, District 1 Wilson Robertson (ABSENT)

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

- A. Approve the following eleven Residential Rehab Grant Program Funding and Lien Agreements:
- 1. The Agreements between Escambia County CRA and Ishmeal T. and Nancy M. Damaso, owners of residential property located at 2502 West Lloyd Street, Brownsville Redevelopment District, each in the amount of \$2,185 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for a new roof installation;
- 2. The Agreements between Escambia County CRA and Linda L. Suermann, owner of residential property located at 3 Northwest Kalash Road, Warrington Redevelopment District, each in the amount of \$1,575 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;

- 3. The Agreements between Escambia County CRA and Winston O. and Susan J. Hanks, owners of residential property located at 211 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$2,100 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
- 4. The Agreements between Escambia County CRA and Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson, owners of residential property located at 2801 West Jackson Street, Brownsville Redevelopment District, each in the amount of \$4,090 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for a new roof installation;
- 5. The Agreements between Escambia County CRA and Floyd and Johnnie Peacock, owners of residential property located at 1952 Gary Circle, Englewood Redevelopment District, each in the amount of \$3,262 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, for a new roof installation;
- 6. The Agreements between Escambia County CRA and James D. Andrews, owners of residential property located at 118 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of \$1,150 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
- 7. The Agreements between Escambia County CRA and John P. Jr. and Lori L. Remich, owners of residential property located at 39 Manor Drive, Warrington Redevelopment District, each in the amount of \$5,338 representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for install new windows;
- 8. The Agreements between Escambia County CRA and Evan and Michelle Williams, owners of residential property located at 522 Hardy Place, Palafox Redevelopment District, each in the amount of \$2,445 representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, for roof replacement;
- 9. The Agreements between Escambia County CRA and Winifred Wallace, owner of residential property located at 3119 West La Rua street, Brownsville Redevelopment District, each in the amount of \$3,799 representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for window replacement;
- 10. The Agreements between Escambia County CRA and Litedra Burgess, owner of residential property located at 917 West Michigan Avenue, Palafox Redevelopment District, each in the amount of \$5,915 representing an in-kind

match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, for installation of central heating and air conditioning system and roof replacement;

- 11. The Agreements between Escambia County CRA and Arthur and Mary Jane Moore, owners of residential property located at 617 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$2,162 representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for storm shutters installation;
- B. Authorize the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4 Grover Robinson, IV

Vote: 3 - 0

Other: Commissioner, District 3 - Chairman Lumon May (ABSENT)
Commissioner, District 1 Wilson Robertson (ABSENT)

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

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

A. Approve the following cancellation of nine Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year compliance Grant requirements:

Property Owner	<u>Address</u>	<u>Amount</u>
Helen Hartung	320 East Winthrop Avenue	\$337
Linda Y. Kennedy	410 South 1st Street	\$3,700
Phillip McAdams and Viola Loveless	1301 Dexter Avenue	\$3,847
Willie Mae West	114 Milton Road	\$1,850
Lois Merritt	205 NW Syrcle Drive	\$3,475
Dovie Soloe	108 Jardine Road A	\$6,000
Ronald and Linda Suermann	221 Sunset Avenue	\$6,000
Justin Herrington and Angela Vendetti	303 Alba Plena Street	\$3,602
Velma L. Williams	3409 West Jordan Street	\$2,590

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

Motion made by Commissioner, District 5 Steven Barry, Seconded by Commissioner, District 4 Grover Robinson, IV

Vote: 3 - 0

Other: Commissioner, District 3 - Chairman Lumon May (ABSENT)
Commissioner, District 1 Wilson Robertson (ABSENT)

IV. Discussion/Information Items

Adjournment.9:05 a.m.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10763 County Administrator's Report 11. 2.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/18/2016

Issue: CareerSource Escarosa Board Appointment

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the CareerSource Escarosa Board of Directors - Tonya Gant, Neighborhood & Human Services Department Director

That the Board confirm the appointment of Kathaleen L. Cole, Campus President at Fortis Institute, as the training, private-for-profit representative on the CareerSource Escarosa Board of Directors effective August 18, 2016, through August 18, 2019. The request will allow for compliance with the CareerSource Escarosa Board of Director's By-Laws regarding Board representation and terms.

BACKGROUND:

The Board of Directors of CareerSource Escarosa serves as the local governing board for workforce development and job training activities as approved by Career Source Florida and the Florida Department of Economic Opportunity (DEO). Federal and State legislation that govern the Boards 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 to the Board of Directors are made in accordance with the 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 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 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

CareerSource Appointment



careersourceescarosa.com

3670-2A North L Street Pensacola, FL 32505 p: 850.473.0939 | f: 850.473.0935

Larry Strain Board Chairman

Cliff J. Krut Executive Director July 28, 2016

Tonya Gant, Director Neighborhood & Human Services Escambia County Board of County Commissioners 221 Palafox Street Pensacola, FL 32502

Dear Ms. Gant:

In accordance with the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, we are required to have a training, private-for-profit representative on our Board.

Kathaleen L. Cole, Campus President at Fortis Institute has accepted the invitation to serve as the training, private-for-profit representative on the CareerSource Escarosa Board of Directors.

I am requesting your assistance with having the Escambia County Board of Commissioners review and accept Ms. Cole's appointment to the CareerSource Escarosa Board of Directors. You will find attached Ms. Cole's Board Membership Profile Sheet and her resume. Please let me know if you have questions or require additional information. Thank you for assisting us with CareerSource Escarosa Board membership requirements.

Sincerely,

Executive Director

CK/js

Attachment



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

TYPE OF BUSINESS (Check all that apply): Small Business (less than 500 employees)						
Min	ority Owned					
Name: Kathaleen L. Cole	Title: Campus President					
Address: 4081 East Olive Road, Suite B Pensacola, Florida 32514	Phone No.:(850) 476-7607 FAX No.:(850) 462-1130					
	E-Mail Address: KCole@edaff.con Cell Phone No.: (850) 292-6909					
Home Address: 1136 Windchime Way Pensacola, Florida 32503						
MEMBERSHIP DEMOGRA	PHICS (for reporting purposes)					
GENDER: RACE: Male Black XWhite Asian Ameri. Ind	VETERAN: AGE: DISABLED: Yes X < 55					
X Female Hispanic Other	<u>X</u> No 55 OR > <u>X</u> No					
Community Organization Memberships None at this time.						
Board Memberships None at this time.						
12						
Briefly state why you would like to become involutional I have worked in post-secondary education for the gainful employment. I believe my experience we retrain, and provide a workforce for jobs that are Does your company currently provide any service Yes No X_	wenty years, investing in helping people find ould offer perspective on how to better train, e available in our community.					
Please attach a copy of your resume' to this form	n.					

Kathaleen L. Cole

(850) 292-6909

kathaleencole74@gmail.com

Core Competencies

- Organizational Leadership
- Strategic Planning
- Higher Education Management
- Budget Development

- Compliance and Accreditation
- Management Development
- Start-up and New Program Launch
- Profit and Loss Management

November 2006 - Present

Pensacola, FL

Professional Experience

Campus President

Education Affiliates

Fortis Institute

- Managing student outcomes such as retention, credentialing, and placement of graduates.
- Ensuring compliance with all regulatory and statutory regulations.
- Providing leadership and overall direction and operation of the campus.
- Responsible for the overall culture of the campus including contact with current students and graduates, participation with Advisory Board, student orientation, graduation ceremonies, and community events.
- Facilitating effective communication on a daily basis so as to reinforce teamwork and information sharing.
- Providing advice, guidance, direction, and authorization to carry out major plans.
- Establishing and maintaining an effective organizational structure so as to accomplish objectives; and to provide for capable management succession.
- Responsible for the overall financial performance, condition, and viability of the campus.
- Ensuring that both faculty and academic management are hired with the appropriate credentials, knowledge, skill, and experience to meet the needs of programs.
- Accrediting Bureau of Health Education Schools Compliance.

Team Leader & Preliminary Review Committee Member

January 2009 - Present

Accrediting Bureau of Health Education Schools

Campus Director - Director of Education

Blue Cliff Career College

June 2001 – August 2006

Mobile, AL

- Ensuring that both faculty and academic management are hired with the appropriate credentials, knowledge, skill, and experience to meet the needs of programs.
- Providing leadership and overall direction and operation of the campus.
- Managing student outcomes such as retention and placement of graduates.
- Ensuring compliance with all regulatory and statutory regulations.
- Instruct Massage Therapy courses.
- Accrediting Commission of Career Schools and Colleges compliance.

Education

Associate of Applied Science

Rusiness Administration – H

Business Administration - Human Resources

Fortis College Online

Summa Cum Laude December 2010 – April 2012 Winter Park, FL

<u>Awards</u>

- Education Affiliates Circle of Excellence 2008-2009
- Fortis Institute's School Director of the Year 2010
- Education Affiliates Circle of Excellence 2010-2011
- Florida Association of Postsecondary Schools and Colleges Administrator of the Year 2012-2013
- Education Affiliates Circle of Excellence 2014
- Education Affiliates Circle of Excellence 2015



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10772 County Administrator's Report 11. 3. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/18/2016

From: Request for Disposition of Property
Stephan Hall, Budget Manager
Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for Management and Budget Services - Amy Lovoy, Assistant County Administrator

That the Board approve the Request for Disposition of Property Form for Management and Budget Services, for property which is described and listed on the Disposition Form, with reason for disposition stated. The listed item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or disposed of properly.

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Attachments

Property Disposition Form

TO:								
FROM	: Disposing I	sposing Department: Management & Budget Services COST CENTER NO: 140201						
Katie M	lacarthur			DATE:	8/5/2016			
Propert	y Custodian ((PRINT FULL NAME)						
Propert	y Custodian (Signature): Hotto Maca	ithur	Phone No:	850-595-49	60		
	ST THE FOL	LOWING ITEM(S) TO BE DISPO	OSED:		T MODEL	T WELD	LGOVIDITION	
TAG	PROPERTY	DESCRIPTION OF ITEM	SERIAL	NUMBER	MODEL	YEAR	CONDITION	
(Y / N)	NUMBER 55415	Minolta Bizhub Copier/Printer	311	113739	Bizhub 350	1	FAIR	
					1			
					1			
Disposa	l Comments:	The copier is surplus and in fa	ir working ord	ler.				
INFORM	MATION TECH	HNOLOGY (IT Technician):			, , , , , , , , , , , , , , , , , , ,			
		<u> </u>	Print Name					
Conditio	ons: Dis	spose-Good Condition-Unusable for	BOCC					
	Dis	spose-Bad Condition-Send for recyc	ling-Unusable					
Comput	er is Ready for	Disposition						
i.								
Date:		Information Technology Technic	cian Signature:					
- 9	15/2016			011	. //	1		
	5/5/2016 Escambia Cou	nty Department Director (Signature)	: <u> </u>	Lydan	Hall			
		Director (Print Nam	e): Stepha	n Hall, Budget M	lanager, Mana	gement & F	Budget Services	
RECON	MENDATION	J:	***************************************					
TO:		ty Commissioners						
Meeting	Date: 8/18/20	016						
		a i in the	N C					
Approv	ed by the Count	ty Commission and Recorded in the	Minutes of:	Pam Childers, Cler	k of the Circuit Co	ourt & Compt	roller	
				By (Deputy Clerk)		-		
This Da	winmont Ups D	een Auctioned / Sold						
15					e E			
by:		A file of the same and the same	Cianatura			Date		
Dropart	Print Name	to Clerk & Comptroller's Finance D	Signature Department				W	
rioperi	y rag ixelumeu	to Clerk & Comparence & Finding E	-P					
Clerk &	Comptroller's	Finance Signature of Receipt		Date				
		se complete applicable portions of disposi	tion form. See Di	isposal process chart	s for direction.	rev. sh 11	1.19.13	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10742 County Administrator's Report 11. 4. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/18/2016

Issue: Request for Disposition and Reinstatement of Property

From: Robert Dye, Division Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

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

That the Board take the following action concerning the Request for Disposition of Property and the Request for Reinstatement of Property Forms for the Risk Management Office for property described and listed on the forms, with reasons for disposal/reinstatement stated:

A. Rescind the Board's action of October 22, 2015, approving the Request for Disposition Form for the Risk Management Office, for the property described and listed on the Disposition Form, which incorrectly listed the Property Number of the Sharp fax machine as 057943, the number of a Sharp AR M257 copier;

- B. Approve the Request for Reinstatement of Property Form to reinstate the Sharp AR M257 copier, Property Number 057943, that was incorrectly listed as a Sharp fax machine; and
- C. Approve the Request for Disposition of Property Form for disposition of the Sharp fax machine, Property Number 51637. This item has been found to be of no further usefulness to the Risk Management Office; thus, it is requested that it be auctioned as surplus or disposed of properly.

BACKGROUND:

The Sharp fax machine was listed with the incorrect property number on the Property Disposition form that was approved on October 22, 2015. It was listed with the property number for the Sharp copier that remains on the inventory list. The recommendation correctly removes the fax machine, reflecting the correct property number, and reinstates the copier.

BUDGETARY IMPACT:



LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

<u>Previous Board Action</u> <u>Reinstatement - Copier</u> Disposition - Fax

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Jack R. Brown, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-13. Approval of Various Consent Agenda Items

Motion made by Commissioner Robertson, seconded by Commissioner Underhill, and carried 4-0, with Commissioner Barry absent, approving Consent Agenda Items 1 through 13, as follows, with the exception of Item 10, which was held for a separate vote:

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



- 2. Approving the *Request for Disposition Form* for the Risk Management Office, for the property described and listed on the Disposition Form, with reason for disposal stated.
- 3. Authorizing the scheduling of a Public Hearing on December 10, 2015, at 5:31 p.m., to consider adopting a Resolution establishing the Board's intent to use the Uniform Method of Collection for Non-Ad Valorem Special Assessments, as provided in Florida Statutes 197.3632.
- 4. Authorizing the scheduling of a Public Hearing on November 5, 2015, at 5:32 p.m., concerning re-budgeting ongoing Grant and Project funding that will amend the Fiscal Year 2015/2016 Budget and appropriate these funds for those related ongoing Grants and Projects.
- 5. Authorizing the scheduling of a Public Hearing for November 17, 2015, at 9:01 a.m., to consider the Petition to Vacate a portion of an unimproved right-of-way in the National Land Sales Company Subdivision (30 feet x 1,317.45 feet or 0.90 acre), as petitioned by The Busbee Limited Partnership and Murphy J. Jacob and Jan Jacob Graham, Trustees of the Murphy J. Jacob Revocable Trust Agreement dated April 18, 2006.
- 6. Adopting the Resolution (R2015-138) authorizing the conveyance of tangible personal property to the School Board of Escambia County, Florida, for use at the Escambia County, Florida, schools, for the purpose of student health screenings; the donated equipment will be received by the School Board "as is," with no expectation of technical or maintenance support from Escambia County.

2

2



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-9150

County Administrator's Report 13. 2.
Technical/Public Service Consent

BCC Regular Meeting

10/22/2015

Issue:

Request for Disposition of Property

From:

Robert Dye, Division Manager

Organization:

Asst County Administrator - Lovoy

CAO Approval:

Meeting Date:

RECOMMENDATION:

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

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

BACKGROUND:

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

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

:3

Attachments

Disposition Form

. 1

Date: 11/6/2015 Verified By: France

REQUEST FOR DISPOSITION OF PROPERTY ESCAMBIA COUNTY, FLORIDA

	Comptroller's Finance Department Department Risk Management	t	COST CE	NTER NO:	140833	
Robert E. Dye						
	(PRINT FULL NAME)		DATE:	10/5/15		
Property Custodian	(Signature):	5 y	Phone No:	595-4765		
TAG PROPERTY	DESCRIPTION OF ITEM		L NUMBER	MODEL	YEAR	CONDITION
(Y / N) NUMBER Y 057943	Sharp Fax Machine	8:	5038054	ARM257	2008	Poor
				, a unizor		1 00/
	ļ					
	 				 	
Disposal Comments:	Broken and not cost effective to	repair due	to age of fax m	achine.		
·						
NFORMATION TEC	HNOLOGY (IT Technician):					
1	Pi	rint Name				
Conditions:D	ispose-Good Condition-Unusable for B	OCC				
,D	ispose-Bad Condition-Send for recyclin	ng-Unusable				
Computer is Ready for	Disposition					
Date:	Information Technology Technicia	an Signature:				
Date: 10/5/15			α	_		
	anty Department Director (Signature):		any o	Toray		
	Director (Print Name)	: Amy l	ovoy, Assistant	County Admi	nistrator	
RECOMMENDATION						
	nty Commissioners					
Meeting Date: 10/2	2/2015					
Approved by the Coun	ty Commission and Recorded in the M	inutes of:	Oct Pam Childers, Clerk By (Deputy Clerk)	OBLK. 2.	2, 201 urt & Comptr USAL	glige anew
This Equipment Has B	een Auctioned / Sold	····	······································			
by:						
Print Name		gnature			Date	
Property Tag Returned	to Clerk & Comptroller's Finance Dep	partment				
Clark & Comptaliation	Finance Signature of Receipt		Date			
CIEIX & COMPROHEL 2	se complete applicable portions of disposition				rev. sh 11.	10.12

REQUEST FOR REINSTATEMENT OF PROPERTY ESCAMBIA COUNTY, FLORIDA

DATE : 2	8/3/2016	ement		COST CE	NTER NO:	140833	
_		Cilicit		COST CEI	WILK NO.	140833	-
Robert Dye		DDINIT NIAMEN					
Property C	ustodian (PRINT NAME)					
REQUEST '	THE FOLL	OWING ITEM(S) TO BE REIN	NSTATED:				
	OPERTY	DESCRIPTION OF ITEM	SERIA	AL NUMBER	MODEL	YEAR	CONDITION
` '	UMBER						
Y)57943	Sharp AR-M257 Copier	8	5038054	ARM257	2008	Good
Receiving Do	epartment:	Risk Management. Item was incom	rrectly remov	ed on 10/22/15 due	to mix up in pro	perty ID nu	ımbers.
	-						-
DIEODMAT	TON TECH	NOLOGY (IT Tasknisian)					
INFORMAT	ION TECH	NOLOGY (IT Technician):	D ' . N				
		1	Print Name				
Conditions:							
<u>-1</u>							
Computer is	Ready for D	Disposition					
		•					
Date:		Information Technology Technic	cian Signatur	e•			
Date		miormation reciniology recinio	cian Signatur				
Date: 8/3/2	2016				(2) IV	,	
-)	Domartman Director (Signature)		// /	8/3/	/.	
FROM: Esca	imbia Count	y Departmen Director (Signature)		(my or	10/	16	
					0		
		Director (Print Nam	e): Amy	Lovoy, Assistant C	ounty Administr	ator	
RECOMME	NDATION:						
		Commissioners					
Meeting Date							
	-						
Approved by	the County	Commission and Recorded in the	Minutes of				
Approved by	the county	Commission and recorded in the	Tilliates of	Pam Childers/Clerl	k of the Circuit Cou	urt and Com	ptroller
				By (Deputy Clerk)			
This Equipm	ent Has Bee	en Auctioned / Sold					
by:							
	t Name		Signature			Date	
Property Tag	Returned to	Clerk & Comptroller's Finance I	Department				
						_	
Clerk & Con	nptroller's F	inance Signature of Receipt		Date			

FROM: Disposing Department: Risk Management	COST CEN	NTER NO:	140833	
Robert E. Dye	DATE:	8/2/16	•	
Property Custodian (PRINT FULL NAME)				
Property Custodian (Signature):	Phone No:	595-4765		
REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:				
	RIAL NUMBER	MODEL	YEAR	CONDITION
(Y / N) NUMBER Y 51637 Sharp Fax Machine	27108460	FO-4400	2002	Poor
				ļ
			-	
Disposal Comments: Broken and not cost effective to repair	due to age of fax m	achine.		
INFORMATION TECHNOLOGY (IT Technician):				
Print Nam	ie			
Conditions: Dispose-Good Condition-Unusable for BOCC				
Dispose-Bad Condition-Send for recycling-Unus	able			
Computer is Ready for Disposition				
Computer is ready for Disposition				
Date: Information Technology Technician Signa	ture:			
Date: 8/2/16	17			
FROM: Escambia County Department Director (Signature):	ling do	c/8 La	115	
Director (Print Name): A	my Lovoy, Assistan	t County Adm	inistrator	
RECOMMENDATION:				
TO: Board of County Commissioners				
Meeting Date:				
The state of the s	c.			
Approved by the County Commission and Recorded in the Minutes of	Pam Childers, Cler	rk of the Circuit Co	ourt & Compt	roller
	By (Deputy Clerk)		-	
This Equipment Has Been Auctioned / Sold				
W.H.				
by: Signature			Date	
Property Tag Returned to Clerk & Comptroller's Finance Departmen				
			_	
Clerk & Comptroller's Finance Signature of Receipt Property Custodian, please complete applicable portions of disposition form.	Date	te for direction	rev. sh 11	19.13



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10774 County Administrator's Report 11. 5.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/18/2016

Issue: Request for Disposition of Property

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Department of Natural Resources Management - J. Taylor "Chips" Kirschenfeld, Natural Resources Management Department Director

That the Board approve the six Request for Disposition of Property Forms for the Department of Natural Resources Management, for property which is described and listed on the Disposition Forms, with reasons for disposition stated. The listed items have been found to be of no further usefulness to the County; thus, it is requested that they be auctioned as surplus or disposed of properly.

BACKGROUND:

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

BUDGETARY IMPACT:

No budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

No legal signoff is required for property disposition.

PERSONNEL:

No additional personnel are required.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Attachments

NRM-6 Property Dispositions

TO:		omptroller's Finance Departme						
FROM	FROM: Disposing Department: Natural Resources Management COST CENTER NO: 220100							
Susan	Holt			DATE:	8/04/2016			
Proper	ty Custodian	(PRINT FULL NAME)	V				Ш	
Proper	ty Custodian ((Signature): Swar	RHOE	Phone No:	595-4579	:		
REOUI	EST THE FOL	LOWING ITEM(S) TO BE DISP	OSED:					
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION	
Y	55409	Fax Machine	(37100097	F0-DC535	2006	fair	
							,	
Disposa	l Comments:	Fax Machine is no longer nee	eded by the D	Dept. and will be	auctioned. Fa	x machine	replaced by	
<u>multifu</u>	nction copier.	This machine still works and would	d be suitable f	or a non-profit to ι	ise.	9		
INFORI	INFORMATION TECHNOLOGY (IT Technician):							
			Print Name					
Condition		spose-Good Condition-Unusable for						
	Dis	spose-Bad Condition-Send for recyc	cling-Unusable					
Comput	er is Ready for l	Disposition						
Date:	`	Information Technology Techni	cian Signature	: 				
Date: 8	3/04/16							
_		nty Department Director (Signature)):	ylorfirm	lenfolf)			
-		Director (Print Nam	ne): J. Ta	ylor "Chips" Kirs	chenfeld			
RECOM	MENDATION	:			* .			
TO:	Board of Count	ty Commissioners						
Meeting	Date:	-						
A	- 1 l 4l C4	Commission of December 11 at	M :					
Approve	ed by the County	y Commission and Recorded in the	Minutes of:	Pam Childers, Clerk	of the Circuit Co	ırt & Comptr	oller	
				By (Deputy Clerk)		o oop.	0.1101	
This Eq	uipment Has Be	en Auctioned / Sold			_			
	-							
	Print Name		Signature			Date		
		to Clerk & Comptroller's Finance D						
						-		
Clerk &	Comptroller's I	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

TO:			Finance Departme		a com any			
		Department:	Natural Resource	s Manageme	ent COST CEN		221001	
Susan		(DDD III DV II			DATE:	08/04/2016		
Proper	ty Custodian	(PRINT FUI	LL NAME)					
Proper	ty Custodian ((Signature):	Swan	R Hoe	Phone No:	850-595-45	79	
REOUE	ST THE FOL	LOWING IT	EM(S) TO BE DISP	OSED:				
TAG (Y/N)	PROPERTY NUMBER		PTION OF ITEM		L NUMBER	MODEL	YEAR	CONDITION
n	47407	Tro	uck Pick Up	1FTRX	18L2XNB47344	F-150 4X4	1999	Fair
Disposa	l Comments:	F-150 Pick	Up was replaced v	with a new ve	ehicle and will be	auctioned. T	his vehicle	has been
unuse	d for a while no		•					
	unused for a while now and will require extensive repairs. It was acquired after another department disposed of it. INFORMATION TECHNOLOGY (IT Technician):							
				Print Name				
Conditio		•	ondition-Unusable for					
	Dis	spose-Bad Cor	dition-Send for recyc	cling-Unusable				
Comput	er is Ready for	Disposition						
Date:		Information	n Technology Techni	cian Signature	·			
Date: 0	8/04/2016				- 2			
		nty Departmen	t Director (Signature)):	Taylor Hirs	lenfeld		
			Director (Print Nam	ne): J. Ta	ylor "Chips" Kirso	chenfeld		
	MENDATION							
	Board of Coun							
Meeting	Date:							
Approve	ed by the Count	v Commission	and Recorded in the	Minutes of:				
T		,			Pam Childers, Clerk	of the Circuit Cou	urt & Compti	roller
					By (Deputy Clerk)			
This Equ	uipment Has Be							
	Print Name			Signature			Date	
Property	Tag Returned	to Clerk & Coi	nptroller's Finance D	Department				
Clerk &	Comptroller's l	Finance Signat	ure of Receipt		Date		-	

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

rev. sh 11.19.13

TO: FROM	Clerk & Comptroller's Finance Department OM: Disposing Department: Natural Resources Management COST CENTER NO: 221001							
	Susan Holt					08/04/2016		
	y Custodian	(PRINT FUI	LL NAME)		DATE:			
Propert	y Custodian ((Signature):	Swan	RHol	Phone No:	850-595-457	9	
REQUE	ST THE FOL	LOWING IT	EM(S) TO BE DISP	OSED:				
TAG (Y/N)	AG PROPERTY DESCRIPTION OF ITEM SE			AL NUMBER	MODEL	YEAR	CONDITION	
У	54265	Minolt	a Printer/Copier	;	31750803	BIXHUB DI510	2005	Inoperable
Disposa	Comments:	Copier does	s not work and will	l be scrappe	d/recycled. This	copier does not	work and	parts are no
longer	made or stock	ed to make re	pairs. It is unsuitable	e for re-use by	y any organization.			
INFORM	MATION TECH	HNOLOGY (I	Γ Technician):					
				Print Name				
Conditio		•	ondition-Unusable for					
			ndition-Send for recyc	cling-Unusable	;			
Comput	er is Ready for	Disposition						
Date:		Informatio	n Technology Techni	cian Signature	:			
Date: 0	8/04/2016					- 220		
		 nty Departmen	t Director (Signature):	Taylor First	henfly		
	5		Director (Print Nan	ne): J. Ta	ylor "Chips" Kirso	chenfeld		
RECOM	IMENDATION	I:						
TO:	Board of Coun	ty Commission	ners					
Meeting	Date:							
Approve	d by the Count	y Commission	and Recorded in the	Minutes of:				
					Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Cou	rt & Compti	oller
This Equ	ıipment Has Be	en Auctioned	/ Sold					
by:				r.				
	Print Name			Signature			Date	
Property	Tag Returned	to Clerk & Co	mptroller's Finance I	Department				
Clerk &	Comptroller's	Finance Signat	ture of Receipt	•	Date			

TO:	Clerk & Co	mptroller's	Finance Departme	ent				
FROM:	Disposing I	Department	: NRM/Extension		COST CEN	NTER NO:	221201	
Susan I	Hendrix				DATE:	08-05-16		
Propert	y Custodian (PRINT FU	ILL NAME)		annenshmousenets			
Propert	y Custodian (Signature):	Susan He	Phone No:	475-5230			
REOUE	ST THE FOLI	LOWING IT	TEM(S) TO BE DISP	OSED:				
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM			AL NUMBER	MODEL	YEAR	CONDITION
N	48375	Ford \	/an, tag # 192093	VIN 2FM	IDA5143YBB64684	Windstar	2000	fair
Disposal	Comments:	Van has	been replaced by a	new vehicle	and will be auct	ioned. Currentl	y has a de	ad battery and
the hea	ting system ne	eeds to be r	eplaced - estimated	cost to repair	was \$800. With r	epairs, could be	suitable f	or re-use.
INFORM	MATION TECH	NOLOGY (T Technician):					
				Print Name				
Conditio		•	Condition-Unusable for					
	Dis	pose-Bad Co	ondition-Send for recyc	cling-Unusable	e			
Compute	er is Ready for I	Disposition						
Date:		Informati	on Technology Techni	cian Signature	:			
Date:	8/05/16							
		ty Departme	nt Director (Signature):	Taylorfirm	Kenfel	<i>P</i>	
			Director (Print Nan	ne): J. T	aylor "Chips" Kir	schenfeld		
nnao.								
	MENDATION Board of Count		\v)@#C					
		y Commissi	nicis					
Meeting	Date:							
Approve	d by the County	Commissio	n and Recorded in the	Minutes of:		***************************************		
					Pam Childers, Clerk By (Deputy Clerk)	k of the Circuit Co	urt & Comptr	oller
This Equ	ipment Has Be	en Auctioned	I / Sold					
by:								
	Print Name		_	Signature			Date	
Property	Tag Returned t	o Clerk & Co	omptroller's Finance D	Department				
Clark &	Comptroller's I	Cinanca Cica	ature of Receipt		Date			
			icable portions of disposi	tion form Cas I		e for direction	rev ch 11	10 13

TO:			Finance Departr						
FROM:	Disposing I	Department:	NRM/Extension	Services	COST CE	COST CENTER NO: 221201			
Susan I	Hendix				DATE:	06-22-16			
Property	y Custodian (PRINT FU	LL NAME)				4		
Property	y Custodian (Signature):	Susan	Hendriy	Phone No:	475-5230	Constant and Angerones		
			EM(S) TO BE DIS						
TAG (Y/N)	PROPERTY NUMBER	DESCRI	PTION OF ITEM	SERIA	LNUMBER	MODEL	YEAR	CONDITION	
у	55275	Sa	vin Duplicator	F266043	50009	3160DWP	2006	not operational	
									
<u> </u>									
Disposal	Comments:	Duplica	tor does not	work and wi	ll be scrapp	ped/recycled	l. Parts a	re no longer	
			table for re-use.						
INFORM	IATION TECH	NOLOGY (I	Γ Technician):						
0 100	<u> </u>	0.10		Print Name					
Condition	-	Z.	ondition-Unusable						
	Dis	pose-Bad Coi	ndition-Send for rec	cycling-Unusable					
Compute	er is Ready for I	Disposition							
Date:		Informatio	n Technology Tech	inician Signature:					
	3/04/16			Q I	Was Heroe	0 00	7		
FROM: 1	Escambia Cour	ity Departmer	nt Director (Signatu	re):	yen grade	nengerje			
			Director (Print N	ame):J	Caylor "Chip	s" Kirschen	feld	ridg i i i maa maali i i maa maa maa maa maa maa maa maa ma	
RECOM	MENDATION	:							
TO:	Board of Count	y Commissio	ners						
Meeting	Date:								
		V							
A	d har the Count	. Camminaian	and Dagardad in th	na Minutas afi					
Approved	a by the County	Commission	and Recorded in the		Pam Childers, Cler	k of the Circuit Cou	rt & Comptr	oller	
					By (Deputy Clerk)				
This Equ	ipment Has Be	en Auctioned	/ Sold						
by:						3.1 - E.W. S. L.			
	Print Name			Signature			Date		
Property	Tag Returned t	o Clerk & Co	mptroller's Finance	e Department					
Clerk & (Comptroller's I	Finance Signa	ture of Receipt	•	Date				
Territoria de la companya del companya de la companya del companya de la companya			cable portions of disp			s for direction.	rev. sh 11.	19.13	

TO: FROM		•	Finance Department Natural Resource		ent COST CEN	TER NO:	220805	
Susan		o opariment.			DATE:	08/04/2016		
	ty Custodian	(PRINT FU	LL NAME)					
Proper	Property Custodian (Signature): Swam R. Holf Phone No: 850-595-4579							
			EM(S) TO BE DISP			Lyoppy	l vm i n	
TAG (Y/N)	PROPERTY NUMBER	DESCRI	PTION OF ITEM	SERI	AL NUMBER	MODEL	YEAR	CONDITION
у	48926	Fish	n Finder Color		HD47094	FF50	2000	Inoperable
					9			
Disposa	l Comments:	Fish finder	does not work and	d will be scra	pped/recycled. Ir	addition to not	working, t	he screen on
it is cra	cked. Not suita	able for re-use	Э.					
INFORM	MATION TECH	INOLOGY (I	Γ Technician):					
	Print Name							
Condition	ons:Dis	spose-Good Co	ondition-Unusable fo	r BOCC				
	Dis	spose-Bad Cor	ndition-Send for recyc	cling - Unusabl	e			
Computer is Ready for Disposition								
Date:		Informatio	n Technology Techni	ician Signature	e:			
Date: 0	8/04/2016				(- 0		
_		nty Departmen	t Director (Signature	e):	lylor Firsch	enfeld		
			Director (Print Nan	ne): J. Ta	aylor "Chips" Kirso	chenfeld		
RECOM	IMENDATION	:						
TO:	Board of Coun	ty Commission	ners					
Meeting	Date:							
	-							
	Name on other	200						
Approve	ed by the County	y Commission	and Recorded in the	Minutes of:	Pam Childers, Clerk	of the Circuit Cou	urt 9 Comptr	allar
					By (Deputy Clerk)	of the Circuit Cot	irt & Compti	ollei
This For	uipment Has Be	en Auctioned	/ Sold		, , , , , ,			- V
	aipinent Has De	en Auctioned	7 50Id					
by:								
Property	Print Name Tag Returned	to Clerk & Co	mptroller's Finance I	Signature Denartment			Date	
				-				
Clerk &	Comptroller's l	Finance Signa	ture of Receipt		Date			

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

rev. sh 11.19.13



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10782 County Administrator's Report 11. 6.
BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/18/2016

Issue: Temporary License Agreement with River Resources, LLC, for

Temporary Use of County-Owned Property for Removal and Staging of

Logs for Jogjams Project

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Temporary License Agreement with River Resources, LLC, for Temporary Use of County-Owned Property for Removal and Staging of Logs for a Logjams Project on the Perdido Landfill Site - J. Taylor "Chips" Kirschenfeld, Natural Resources Management Department Director

That the Board take the following action concerning a Temporary License Agreement with River Resources, LLC, for temporary use of County-owned property for staging and removal of logs for a logiams project on the Perdido Landfill site:

A. Approve the Temporary License Agreement with River Resources, LLC, for temporary use of County-owned property for staging and removal of logs for a logjams project on the Perdido Landfill site; and

B. Authorize the Chairman, contingent upon Florida Department of Environmental Protection (FDEP) permit modification, to sign the Agreement and other future Agreement-related documents including no-cost extensions, subject to Legal review and sign-off, without further action from the Board.

BACKGROUND:

River Resources, LLC, is permitted by the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers to remove logjams from the Perdido River. River Resources, LLC, requests authorization of a Temporary License Agreement from Escambia County Board of County Commissioners for temporary use of county-owned property for removal and staging of logs. The proposed property is on the Perdido Landfill and will not affect use of the landfill. The removal of logjams will benefit boaters from Escambia County as well as from Alabama.

BUDGETARY IMPACT:

No funding from Escambia County is required.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Temporary License Agreement was drafted by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No additional personnel are needed to implement the Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Required by Board Policy II.B.8.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will monitor the site for compliance. Marine Resources Division will ensure satisfactory DEP permit modification prior to Chairman's signature.

Attachments

<u>TempLicAgrmt-Logjams-PerdidoLandfill</u> Exhibit A-PerdidoLandfillRiverAccess

TEMPORARY LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, FL 32502 (hereinafter referred to as "County") and River Resources, LLC, a Florida limited liability company, whose address is 4164 Fruitwood Street, Pace, Florida 32571 (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Escambia County owns certain real property in Escambia County, Florida, more particularly described herein; and

WHEREAS, Licensee desires to temporarily license the use of the property owned by the County for the limited purpose of staging and removing logs and debris in connection with Licensee's project to clear logiams on the Perdido River; and

WHEREAS, the Board of County Commissioners finds that Licensee's project would benefit the public by improving the navigability of the Perdido River; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interest of the County and the public to support Licensee's project by licensing the use of its property to Licensee under the terms and conditions stated herein.

- NOW, THEREFORE, for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:
- 1. <u>Recitals</u>. The recitals contained in the preamble to this Agreement are declared to be true and correct and incorporated herein by reference.
- 2. <u>Property</u>. The County licenses to Licensee the use of that certain property shown in the aerial map, attached hereto as **Exhibit "A"** (hereinafter referred to as the "Property").
- 3. <u>Use of the Property.</u> Licensee shall use the Property only for the purpose of staging and removing logs and debris in connection with Licensee's project to clear the logjams on the Perdido River. Licensee shall not use the Property for any other purpose unless authorized in writing by the County. Licensee shall be responsible for securing the access gate after normal hours of operation: 7:00 A.M. 5:00 P.M., Monday thru Saturday. Licensee's use of the Property shall not interfere with public access to Nature Walk Park or other Landfill facilities. Licensee's use of the Property shall not encroach upon the I-10 right-of-way.
- 4. <u>Term.</u> The term of this Agreement shall be for six (6) months, commencing upon the date that the last party executes this Agreement, provided that this Agreement shall have no effect unless first approved by the Escambia County Board of County Commissioners at a duly noticed public meeting.
- 5. <u>Condition and Maintenance of the Property</u>.

Licensee accepts the Property "as-is" on the date that the last of the parties executes this Agreement, and the County makes no warranties regarding suitability of the Property for

Licensee's intended use.

During the term of this Agreement, Licensee shall regularly inspect the Property and promptly correct any situation caused by Licensee that would reasonably be perceived to present a danger or hazard to persons or to the Property. Licensee shall repair and maintain the Property, including all site access roads, in a neat, safe, and orderly condition.

Upon expiration or earlier termination of this Agreement, Licensee shall remove all logs and debris brought onto the Property by Licensee and Licensee shall restore the staging area to the same condition that existed immediately prior to the date of this Agreement. Licensee shall repair all site access roads to a neat, safe and orderly condition.

- 6. <u>Indemnification</u>. Licensee shall hold harmless, indemnify, and defend the County, the Board of County Commissioners, and its agents and employees, from and against any and all claims, damages (including death of or injury to any person or to property), loss or expense, including attorneys' fees, arising out of or otherwise resulting from Licensee exercising any of the rights granted by this Agreement or Licensee's use of the Property.
- 7. <u>Insurance</u>. Licensee shall purchase and maintain the following insurance coverage on forms no more restrictive than the latest editions of the Commercial General Liability, Form CG1, 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 and the total amount of coverage required.
 - Commercial General Liability coverage shall include bodily injury, personal injury and
 property damage liability for premises, independent contractors, contractual liability
 covering this Agreement, contract or license, broad form property damage, and property
 damage resulting from explosion, collapse or underground (x,c,u) exposures.
 - Business Auto Liability coverage shall 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.
 - Pollution/Environmental Impairment Liability coverage shall cover pollution and/or environmental impairments that may arise from this Agreement.
 - Workers' compensation and employer's liability coverage shall cover 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 Licensee shall also purchase any other coverage required by law for the benefit of the employees.

All insurance carriers must be rated A/VII or higher by the most recently published edition of the A.M. Best rating guide. Licensee shall provide thirty (30) days prior written notice to County before any change in or cancellation of any identified coverage.

County shall be provided certificates of insurance that reflect County and the Escambia County Board of County Commissioners, Post Office Box 1591, Pensacola, Florida 32597-1591 as an "additional insured" and the certificate holder.

8. <u>Termination</u>. This Agreement may be terminated by either party for cause or

convenience upon seven (7) days written notice to the other party.

9. <u>Notices</u>. Notices to County and the Licensee under this Agreement will be addressed, mailed, or delivered to the following:

TO COUNTY:

County Administrator Escambia County, Florida 221 Palafox Place, Suite 420 Pensacola, Florida 32502 TO LICENSEE:

River Resources, LLC 4164 Fruitwood Street Pace. Florida 32571

With copy to:

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

Notices shall be delivered in person or by U.S. mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice given to the other as specified above.

- 10. <u>Right of Entry</u>. The County, its officers, agents, employees, representatives and contractors shall retain the right, at all reasonable times, to enter upon the Property.
- 11. <u>Compliance with Laws</u>. Licensee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations applicable to the Property and its proposed use.
- 12. <u>Entire Agreement</u>. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the temporary license for use of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by County and Licensee after the date of this Agreement. Licensee 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. This Agreement shall not be assigned by either party.
- 13. <u>Headings</u>. The captions, headings, and paragraph titles in this Agreement are for convenience or reference only, and are not intended in any way to restrict, affect or interpret the provisions of any paragraph of this Agreement.
- 14. <u>Miscellaneous</u>. If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 15. <u>Governing Law</u>. This Agreement shall be construed in accordance with the laws of the State of Florida and 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 conditions.

16. <u>Public Records</u>. The Licensee 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 Licensee 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 Licensee seven (7) days written notice, during which period the Licensee still fails to allow access to such documents, terminate the Agreement.

IN WITNESS WHEREOF, County and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above

	COUNTY: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST: PAM CHILDERS Clerk of the Circuit Court	Grover C. Robinson, IV, Chairman
Deputy Clerk BCC Approved:	Approved as to form and leg sufficiency. By/Title: Date:
	LICENSEE: RIVER RESOURCES, LLC
Witness:Print Name:	
Witness:Print Name:	By: L.D. Henderson, its Manager
STATE OF FLORIDA COUNTY OF ESCAMBIA	
2016 by L.D. Hend	s acknowledged before me this day of lerson, as Manager of River Resources, LLC, a Florida company. He/She (_) is personally known to me, or as identification.
	Signature of Notary Public
(Notary Seal)	Printed Name of Notary Public





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10431 County Administrator's Report 11. 7. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/18/2016

Issue: License Agreement Between Industrial Environmental Consultants,

LLC and Escambia County

From: Pat Johnson, Department Director

Organization: Waste Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a License Agreement between Industrial Environmental Consultants, LLC, and Escambia County for Access to Closed County Property (Mobile Highway Landfill) - Patrick T. Johnson, Waste Services Department Director

That the Board take the following action concerning the License Agreement between Industrial Environmental Consultants, LLC, (IEC) and Escambia County:

A. Approve the License Agreement, subject to Legal review and sign-off, between Industrial Environmental Consultants, LLC, (IEC) and Escambia County, for the purpose of granting temporary access and use of closed County property, (Mobile Highway Landfill), to prepare a Florida Department of Environmental Protection (FDEP) directed Site Assessment Report and to collect groundwater samples from an existing groundwater monitoring well (MW-18I); and

B. Authorize the Chairman to sign the License Agreement.

BACKGROUND:

Industrial Environmental Consultants, LLC has requested permission to temporarily access and use the property known as the closed Mobile Highway Landfill to prepare a Florida Department of Environmental Protection directed Site Assessment Report. They have also requested to temporarily access and use the property for the purpose of collecting groundwater samples from an existing groundwater monitoring well (MW-18I).

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Steve West, Senior Assistant County Attorney, has approved the Agreement as to form and legal sufficiency.

PERSONNEL:

While personnel should not be needed to assist in this project, Waste Services Staff will assist with providing access and will monitor to make sure that conditions of this Agreement are complied with.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires approval of all such contracts regarding County property.

IMPLEMENTATION/COORDINATION:

After Board approval, a copy of the License Agreement will be provided to Industrial Environmental Consultants, LLC.

Attachments

IEC License Agreement
Well Location Map
Memo to Co Administrator
Mobile Hwy LF Aerial
Brd Mins 12 10 2009
Brd Mins 04 05 2012



JUN 30 2016 SOLID WASTE MANAGEMENT

LICENSE AGREEMENT

	THIS I	JCENSE	AGREE	EMENT ("	Agreem	ent") is	made ar	nd enter	ed into	this	
day of	· · · · · · · · · · · · · · · · · · ·			_ , 2016, b	y and be	etween I	ndustria	l Enviro	nmental	Consult	ants,
LLC, a	a foreign	n limited	liability	company,	whose	address	is 2603	Fessey	Park, N	Jashville,	TN
37204	("Licens	see"), and	Escamb	ia County	, a politi	cal subd	ivision c	of the St	ate of F	lorida, wl	hose
addres	s is 221	Palafox P	lace, Per	isacola. Fl	orida 32	502 ("Co	ounty").				

WITNESSETH:

WHEREAS, the County owns certain real property in Escambia County, Florida, commonly known as the closed Mobile Highway Landfill, and more particularly described herein; and

WHEREAS, Licensee desires to temporarily access and use the property owned by the County for the purpose of preparing a Florida Department of Environmental Protection directed Site Assessment Report; and

WHEREAS, Licensee also desires to temporarily access and use the property for the purpose of collecting groundwater samples from an existing groundwater monitoring we (MW-181); and

WHEREAS, the County, acting by and through its Board of County Commissioners has determined that it is in the public interest to grant to Licensee the right to temporarily access and use the property under the terms and conditions stated herein;

NOW, THEREFORE, for the reasons set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Property. The County grants to Licensee the right to access and use that certain property described in the attached Exhibit A ("Property").
- 3. <u>Term.</u> The term of this Agreement shall be for five years, commencing on the date that the last party executes it.
- 4. <u>Condition and Maintenance of the Property</u>. During the term of this Agreement, Licensee shall regularly inspect the Property and promptly correct any situation caused by Licensee that would reasonably be perceived to represent a danger or hazard to persons or to the Property. Licensee accepts the Property "as is" on the date that the last of the parties executes this Agreement, and the County makes no warranties regarding suitability of the Property for Licensee's use. Upon termination of this Agreement, Licensee shall return the Property to the same condition that existed prior to the date of this Agreement. The final restoration will be accomplished by removing all debris and/or materials not originally present on the Property and

closing the existing groundwater monitoring well MW-18I in accordance with Chapter 62-532, Florida Administrative Code.

- 5. <u>Indemnification</u>. Licensee agrees to hold harmless, pay on behalf of, protect, defend and indemnify the County, its officers, agents, and employees, from and against any demand, claim, suit, loss, expense, or damage that may be asserted against any of them by reason of any alleged damage to property (including but not limited to environmental damage) or injury to or death of any person arising out of or in any way related to the Property, due to the willful or negligent acts of Licensee, its employees, or agents.
- 6. <u>Insurance</u>. Licensee 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 and the total amount of coverage required.
 - Commercial General Liability coverage shall include bodily injury, personal injury and property damage liability for premises, independent contractors, contractual liability covering this Agreement, contract or license, broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.
 - Business Auto Liability coverage shall 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.
 - Workers' Compensation and Employer's Liability insurance coverage 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.

All insurance carriers must be rated A-/VII or higher by the most recently published edition of the A.M. Best rating guide. Licensee shall provide thirty (30) days' prior written notice to the County before any change in or cancellation of any identified coverage. Prior to Licensee's access or use of the Property, the County shall be provided certificates of insurance that reflect Escambia County, 221 Palafox Place, Pensacola, Florida 32502 as an "additional insured" and the certificate holder.

- 7. <u>Use of the Property</u>. Licensee shall access and use the Property only for the purpose of maintaining, collecting groundwater samples, and subsequently removing, at Licensee's expense, the existing groundwater monitoring well MW-18I, as shown on the attached Exhibit A. Licensee may remove brush and other vegetation (excluding established trees) in order to facilitate access to the well site. Licensee shall conduct its activities in accordance with those practices and procedures described in Chapter 62-532, Florida Administrative Code, which are incorporated by reference.
- 8. <u>Termination</u>. This Agreement may be terminated by the County for cause or convenience upon fourteen (14) days written notice to Licensee. The parties may mutually agree to terminate this Agreement prior to the expiration of the license term.

9. <u>Notices</u>. Notices to the County and the Licensee under this Agreement will be addressed, mailed, or delivered to the following:

TO COUNTY:

Escambia County Solid Waste Management 13009 Beulah Road Cantonment, FL 32533

TO LICENSEE:

Industrial Environmental Consultants, LLC 2603 Fessey Park Nashville, TN 37204

Notices shall be delivered in person or by U.S. mail. Notices delivered personally will be deemed to have been given as of the date of delivery and notices given by overnight mail will be deemed to have been delivered the next day. Each party may change its address from time to time by written notice given to the other as specified above.

- 10. <u>Right of Entry</u>. The County, its officers, agents, employees, representatives and contractors shall have the right, at all times, to enter upon the Property.
- 11. <u>Compliance with Laws</u>. Licensee agrees to comply with all federal, state and local laws, ordinances, policies or other governmental regulations, and shall obtain all permits applicable to their proposed use of the Property. All such permits shall be reviewed and approved by the County prior to Licensee's entry onto the Property.
- 12. <u>Entire Agreement</u>. This Agreement contains the entire understanding between the parties and supersedes all prior oral and written agreements between them regarding the access and use of the Property. This Agreement may be modified only by an amendment in writing, dated and signed by the County and Licensee after the date of this Agreement. Licensee 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.
- 13. <u>Miscellaneous</u>. The captions, headings, and paragraph titles in this Agreement are for convenience or reference only, and are not intended in any way to restrict, affect or interpret the provisions of any paragraph of this Agreement.

If any term, provision, covenant, or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and each term, provision, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

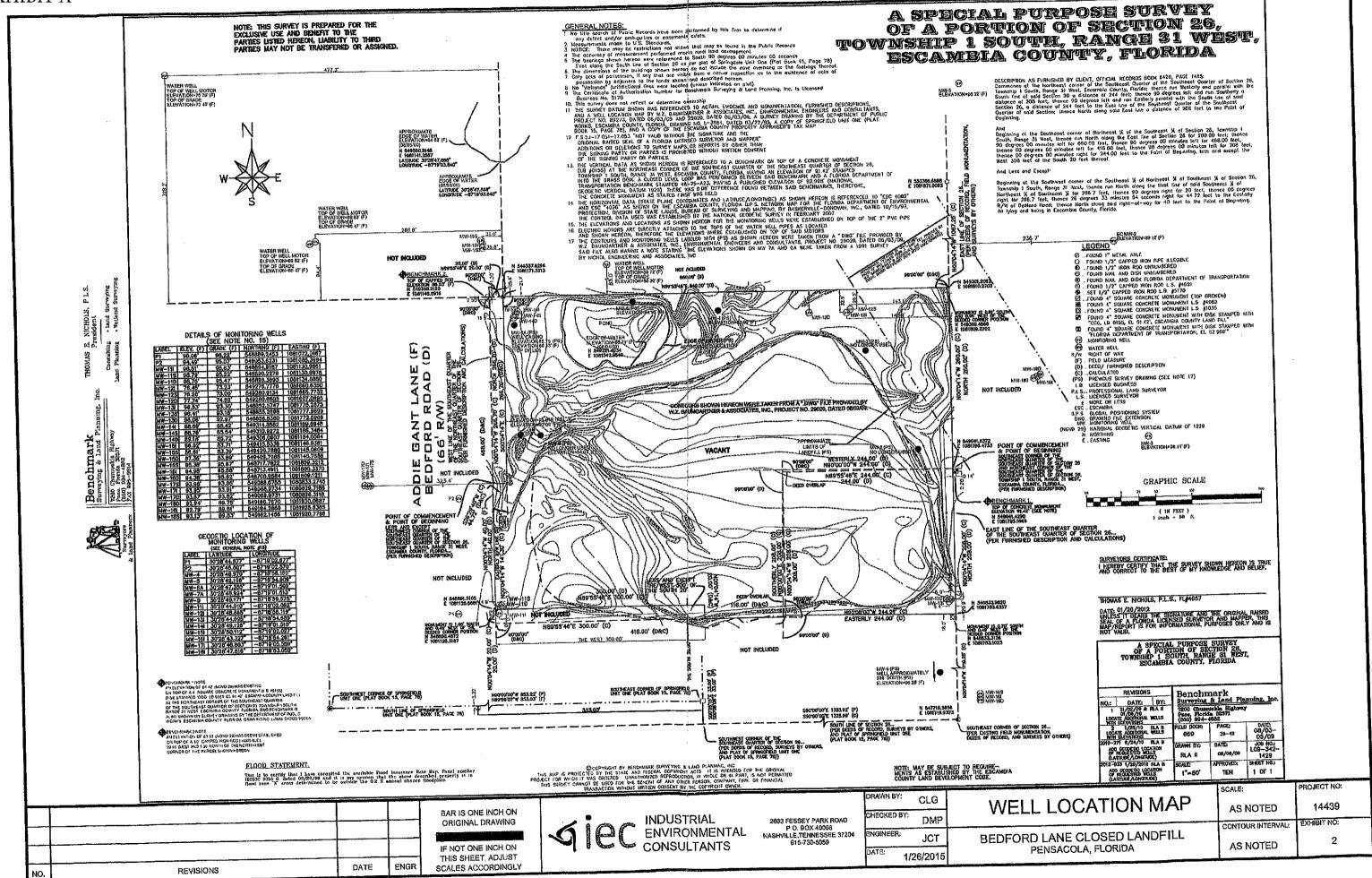
This Agreement shall be construed in accordance with the laws of the State of Florida and shall not be more strictly construed against either party by reason of the fact that one party may have drafted or prepared any or all of the terms and conditions. Venue of any legal proceeding arising out of this Agreement shall be in Escambia County.

This Agreement shall have no effect unless first approved by the Escambia County Board of County Commissioners at a duly noticed public meeting.

IN WITNESS WHEREOF, the County and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

ATTEST:	PAM CHILDERS Clerk of the Circuit Court	By: Grover C. Robinson, IV, Chairman					
•	rty Clerk	This document approved as to form and legal sufficiency. By OMEL Title Aut. County Afformy Date Aug. 10, 2016					
Witness:	Levie Edido	Industrial Environmental Consultants, LLC, a limited liability company					
	Sherrie F Hicks Jummy Jammy Cash	By: Claiborne Thornton, CEO & Managing Member					
STATE OF COUNTY O	foregoing instrument was acknown Thornton, as CEO and	wledged before me this 27 day of Managing Member of Industrial Environmental ny, on behalf of the company. He () is personally					
		Signature of Notary Public					
(SEAL)		Printed Name of Notary Public To Pub					





Board of County Commissioners • Escambia County, Florida

Patrick T. Johnson, Dir. **Waste Services Department**

MEMORANDUM

TO:

Jack Brown, County Administrator

THRU:

Amy Lovoy, Assistant County Administrator

FROM:

Patrick Johnson, Waste Services Department Director

DATE:

July 29, 2016

RE:

Industrial Environmental Consultants, LLC (IEC) License Agreement

Industrial Environmental Consultants, LLC (IEC) has requested permission to access groundwater monitoring well (18I) installed on County property known as Mobile Highway Landfill (MLF), in order to perform FDEP ordered monitoring as it relates to the Bedford Lane Landfill property, a 5 acre parcel owned by Viking Land Holdings, LLC.

- The Bedford Lane Landfill (BLL) property was operated as a sand mine until 1983. After mining, it was operated as Auto Shred Industries for disposal of automotive shredder residue until 1989.
- BLL was officially closed per FDEP, 10/1991, and was ordered to be monitored for 20 years. W. Z. Baumgartner & Associates subcontracted Daley Environmental Services, Inc. to perform the monitoring.
- BCC action in 12/2009 approved a Short Term License Agreement for Daley Environmental Services, Inc. "to install three, temporary groundwater monitoring wells at the County's Mobile Highway Landfill and provide access, for a period of two years, to conduct a routine groundwater sampling, at no cost to the County". The wells were installed in 2010.
- Per FDEP wells are required for the assessment of property west of the county's MLF site formerly known as Bedford Lane landfill (BLL).
- Per IEC, an expanded groundwater investigation was ordered. BCC action in 4/2012 approved a new "short term License Agreement between Daley Environmental Services, Inc., W. Z. Baumgartner & Associates and the

Memo: Jack Brown thru Amy Lovoy

July 29, 2016

Industrial Environmental Consultants, LLC (IEC) License Agreement

Pa 2

County, for a period of 5 years, to conduct routine groundwater sampling, as required by the Florida Department of Environmental Protection", to continue monitoring wells associated with BLL on the MLF site. It is noteworthy to report that during this 5 year period, monitoring reverted back to regular monitoring only, the company namesake W. Z. Baumgartner retired in 2013, and W. Z. Baumgartner & Associates changed its name to Industrial Environmental Consultants, LLC (IEC). The agreement terminated due to failure of the companies (Daley & Baumgartner) to present adequate insurance documentation per the Agreement.

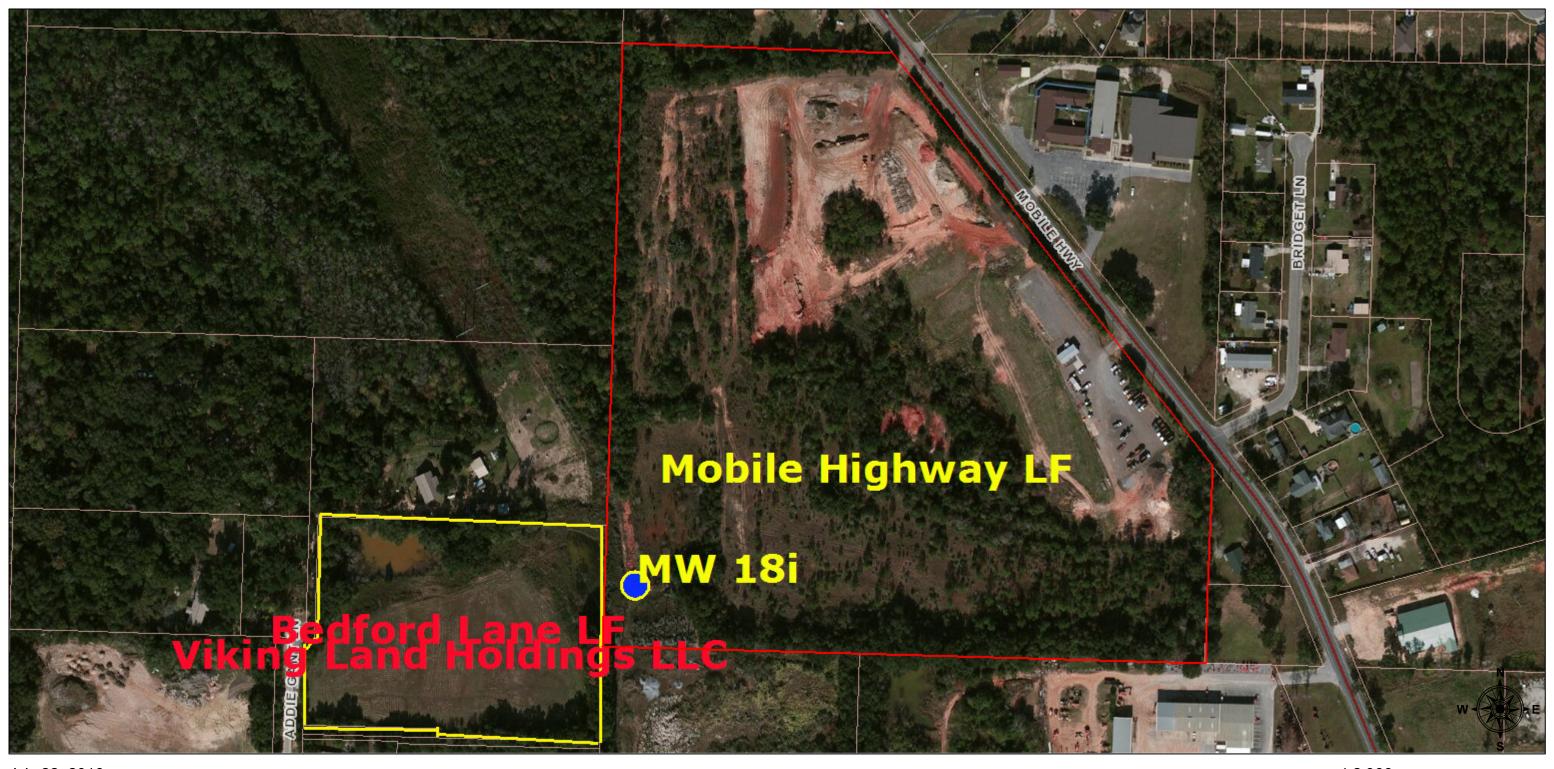
- IEC is requesting permission to enter the MLF property for access to well 181 to continue groundwater monitoring efforts. Per FDEP, iron levels have been noted as undetected the last few sampling events from well 181.
- If the License Agreement is approved, IEC will cross the BLL property to access MW 18I with foot traffic only

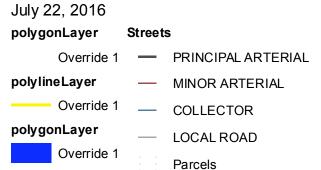
Note: The Mobile Highway Landfill site has been formally closed, monitored 20 years, and removed from Long Term Care (LTC) requirements per FDEP.

Attachments: Board Minutes_12/10/2009

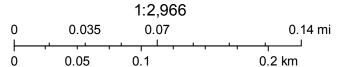
Board Minutes 04/05/2012

Mobile Highway LF





County Outline



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- I. <u>TECHNICAL/PUBLIC SERVICE CONSENT AGENDA</u> Continued
- 1-11. Approval of Various Consent Agenda Items Continued
 - Continued...
 - D. Authorizing the Chairman or Vice Chairman to accept the Deeds or Easements as of the day of delivery of the Deeds or Easements to the Chairman or Vice Chairman, and authorizing the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.
 - 4. Approving to appoint Commissioner Gene M. Valentino to serve as Chair, and Commissioner Marie Young to serve as Vice Chair, of the Community Redevelopment Agency; the terms will begin December 10, 2009, and will coincide with the appointment of the Chair and Vice Chair of the Board of County Commissioners.
 - 5. Taking the following action concerning the Short-Term License Agreement between Escambia County Board of County Commissioners and Daley Environmental Services, Inc.:
 - A. Approving the Short-Term License Agreement for Daley Environmental Services, Inc., to install three, temporary groundwater monitoring wells at the County's Mobile Highway Landfill and provide access, for a period of two years, to conduct a routine groundwater sampling, at no cost to the County; and
 - B. Authorizing the Chairman to sign the Agreement.
 - Approving the Special Event Permit Application for a limited waiver of the noise restrictions, imposed by the Escambia County Noise Abatement Ordinance, to extend the time for the New Year's Eve fireworks display being held by the Pensacola Beach Chamber of Commerce, located at the Portofino Island Resort Pier, Pensacola Beach, from 11:59 p.m., December 31, 2009, to 12:12 a.m., January 1, 2010.
 - 7. Approving the Special Event Permit Application for a limited waiver of the noise restrictions, imposed by the Escambia County Noise Abatement Ordinance, to extend the time for the New Year's Eve fireworks display being held by the Pensacola Beach Chamber of Commerce, located at the Casino Beach Fishing Pier, Pensacola Beach, from 11:59 p.m., December 31, 2009, to 12:20 a.m., January 1, 2010.

12/10/2009 Page 35 of 50 dch/lfc

MINUTES OF THE REGULAR BCC MEETING - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA Continued
- 1-12. Approval of Various Consent Agenda Items Continued
 - Approving eight Request for Disposition of Property Forms for the Public Safety Department, for property which is described and listed on the Request Forms, with reason for disposition stated; this property is to be auctioned as surplus or properly disposed of.
 - 6. Approving three *Request for Disposition of Property* Forms for the Public Safety Department, for property which is no longer in service, has been damaged beyond repair and/or is obsolete, and is to be auctioned as surplus or properly disposed of, all of which is described and listed on the Disposition Forms noting the reason for disposal.
 - 7. Adopting the revised Policy, entitled "Appointment Policy and Procedures," amending Section I, Part B.1, of the Board of County Commissioners' Policy Manual.
 - 8. Appointing Ms. Kathleen Wilks to the Escambia- Pensacola Human Relations Commission, for a two-year term, effective April 5, 2012, through April 4, 2014, as recommended by Rebecca Hale, Office Manager, Escambia-Pensacola Human Relations Commission.
 - 9. Taking the following action concerning the short-term License Agreement between Daley Environmental Services, Inc., W. Z. Baumgartner & Associates, Inc., and Escambia County, for a period of five years, to conduct routine groundwater sampling, as required by the Florida Department of Environmental Protection (Funding: no cost to the County):
 - A. Approving the short-term *License Agreement* between Daley Environmental Services, Inc., W. Z. Baumgartner & Associates, Inc., and Escambia County; and
 - B. Authorizing the Chairman to sign the Agreement.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10773 County Administrator's Report 11. 8. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/18/2016

Issue: Memorandum of Agreement between Florida Department of

Corrections and Escambia County Fire Department

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Memorandum of Agreement between the Florida

Department of Corrections and Escambia County Fire Department - Michael D. Weaver,

Public Safety Department Director

That the Board take the following action concerning the Memorandum of Agreement (MOA) #A3950, between the Florida Department of Corrections and Escambia County Fire Department:

A. Approve the MOA to establish and maintain support during an actual or anticipated emergency at the Century Correctional Institution that is effective September 15, 2016, and shall remain in effect for the duration of services provided, but no later than September 14, 2021; and

B. Authorize the Chairman to execute the MOA.

BACKGROUND:

The Century Correctional Institution is served by Escambia County Fire Rescue Station 5 in Century. This Memorandum of Agreement is for the purpose of establishing and maintaining support during an actual or anticipated emergency at the Century Correctional Institution.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Meredith Crawford, Assistant County Attorney, has reviewed the agreement and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board of County Commissioners policies require agreements to be approved by it.

IMPLEMENTATION/COORDINATION:

Fire Chief Patrick Grace, Escambia County Fire Department will coordinate with the State of Florida Department of Corrections for implementation and maintenance of the Memorandum of Agreement.

Attachments

Memorandum of Agreement

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

ESCAMBIA COUNTY FIRE DEPARTMENT

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and the Escambia County Fire Department ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, this Agreement is entered into for the purpose of establishing and maintaining support during an actual or anticipated emergency/escape at the Department's Century Correctional Institution ("Institution").

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

This Agreement shall begin on September 15, 2016, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on September 14, 2021. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

This Agreement may be renewed for up to a five (5) year period, in whole or in part, after the initial agreement term, upon the same terms and conditions contained herein, and upon agreement of both parties. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Agency's performance of this Agreement. The Department, if it desires to exercise its renewal option, will provide written notice to the Agency no later than thirty (30) days prior to the Agreement expiration date. The renewal term shall be considered separate and shall require the exercise of a renewal amendment that shall be signed by both parties.

II. SCOPE OF AGREEMENT

A. Overview

In the event the Institution has reason to believe that an emergency/escape is imminent, the Agency agrees to respond, upon notification, twenty-four hours a day, seven days a week with the following support:

- 1. Fire suppression and fire equipment:
- 2. Fire investigation;
- 3. Contact for ambulance and emergency medical services; and

4. Rescue of inmates/persons who may have become trapped.

In addition, the Agency agrees to provide the following non-emergency service:

1. Fire prevention and safety education.

B. <u>Joint Responsibilities</u>

- 1. Emergency contacts for the Agency, including twenty-four (24) hour contact numbers, are as follows: Patrick T. Grace, Fire Chief, telephone: (850) 475-5530 or 911.
- 2. Emergency contacts of the Institution, including twenty-four (24) hour contact numbers, are as follows: Warden, telephone: (850) 256-6401 or switchboard (850) 256-2600.
- 3. Restrictions on the provision of services or equipment during emergencies include: Institution and Agency command staff will cooperatively manage an emergency on the Institution property. The Institution and Agency command staff will directly supervise their own participating staff. Also, Agency shall retain at least one fire truck within the city to answer fire calls that may arise during the same time period of the emergency.
- 4. Reporting locations for the external staging area are the: <u>Primary</u>: Administrative Building, <u>Secondary</u>: EOC.
- 5. Each party shall be responsible for verifying identification of its own staff.
- 6. Arrangements for key Agency staff to tour the Institution, or otherwise familiarize themselves with potential emergency scenarios at the Institution, will be made upon prior notification to the Warden. All staff responding will be appropriately trained.
- 7. The Agency staff will be invited to participate in applicable simulations, exercises, or other emergency training at the Institution. Agency staff will be supervised by the Agency's staff in command at all times. At no time material to this Agreement shall Agency staff be considered to be operating under the supervision, direction, or control of the Institution.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT

A. <u>Department's Agreement Administrator</u>

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments, termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The address and telephone number of the Department's Agreement Administrator is:

Operations Manager, Contract Administration Bureau of Contract Management and Monitoring 501 South Calhoun Street Tallahassee, Florida 32399-2500 Telephone: (850) 717-3681

Fax: (850) 488-7189

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

FOR THE DEPARTMENT	FOR THE ESCAMBIA COUNTY FIRE DEPARTMENT				
Richard Comerford	Patrick T. Grace				
Director of Institutional Operations	Fire Chief				
501 South Calhoun Street	10 Tedder Road				
Tallahassee, Florida 32399-2500	Century, Florida 32535				
Telephone: (850) 717-3037	Telephone: (850) 256-6401				
Fax: (850) 413-8184	Fax: (850) 256-0201				
E-mail: comerford.richard@mail.dc.state.fl.us	E-mail: dc5@co.escambia.fl.us				

V. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

After execution of this Agreement, modifications to the provisions contained herein, with the exception of Section IV., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section IV., AGREEMENT MANAGEMENT, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Agreement record.

VI. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than thirty (30) calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the Agency to comply with the terms of this Agreement or any applicable Florida law.

VII. OTHER CONDITIONS

A. Public Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules, and regulations. The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Agency agrees to keep all Department personnel information (i.e., DC staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by said Department.

D. Notices

All notices required or permitted by this Agreement shall be given in writing and by hand-delivery or email to the respective addresses of the parties as set forth in Section IV above. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either party may change the names, addresses, or telephone numbers set forth in Section IV above by written notice given to the other party as provided above.

E. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

F. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

G. Employee Status

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Department and Agency are independent contractors under this Agreement and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of each individual party. Services provided by each party pursuant to this Agreement shall be subject to the supervision of such party. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. The parties agree that they are separate and independent enterprises, and that each has the ability to pursue other opportunities.

This Agreement shall not be construed as creating any joint employment relationship between the Parties and neither party will be liable for any obligation incurred by the other party, including, but not limited to, unpaid minimum wages and/or overtime premiums.

H. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

FOR THI DEPART	E ESCAMBIA COUNTY FIRE MENT		oard of County Commissioners scambia County, Florida
SIGNED BY:			rover C. Robinson, IV, Chairman
PRINT NAME:	Patrick T. Grace	A	TTEST: Pam Childers
TITLE:	Fire Chief	_	Clerk of the Circuit Court
DATE:			eputy Clerk
FEID#			Approved as to form and legal sufficiency. By/Title: Approved the party of the par
FOR THE	E DEPARTMENT OF CORRECTIONS		Approved as to form and legality, subject to execution.
SIGNED BY:		SIGNED BY:	
NAME:	Kelley J. Scott	NAME:	Kenneth S. Steely
TITLE:	Director, Office of Administration	TITLE:	General Counsel
DATE:		DATE:	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10590 County Administrator's Report 11. 9. BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/18/2016

Issue: 2016 Major Transit Development Plan (TDP) Update

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the 2016 Major Transit Development Plan 10-Year Update - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the 10-Year Transit Development Plan (TDP) Update for the Board of County Commissioners:

A. Adopt the Resolution adopting the Escambia County 10-Year TDP Major Update, which establishes strategic goals and initiatives to be used as a guide in the future development of Escambia County Area Transit (ECAT) service levels, ensuring that ECAT programs are eligible for State Transit Block Grant and other transit funding available from the Florida Department of Transportation (FDOT); and

B. Authorize the Chairman to sign the Resolution.

BACKGROUND:

Each transit property in Florida that receives State Transit Block Grant funding is required by the Florida Department of Transportation (FDOT) to prepare a Transit Development Plan (TDP) to ensure that the provision of public transportation services is consistent with the travel needs and mobility goals of the local communities served by the transit system.

The Board approved the last major update on September 01, 2011. This major TDP update has been prepared for Escambia County and the Florida-Alabama Transportation Planning Organization (TPO) by Tindale Oliver and Associates. Service changes must be included in the TDP in order to be eligible for both Federal and State funding sources.

The TDP must be approved and adopted by the Board and submitted to FDOT for final approval, no later than September 1, 2016.

Any changes recommended by the TDP must be approved by the Board prior to implementation.

Attached is the Executive Summary that was discussed at the August 11, 2016, Committee of the Whole. Following is a link to the ECAT website where the entire TDP document can be reviewed. www.goecat.com. At the bottom right of the home page is the "Documents" section. There you will find the Transit Development Plan Final Draft.

BUDGETARY IMPACT:

Adoption of the TDP is necessary to ensure the eligibility of Escambia County to receive Federal and State transit funding. Escambia County is budgeted to receive \$800,000 in Florida Block Grant funding in 2017.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the resolution as to form and legal sufficiency.

PERSONNEL:

The TDP has no immediate effect on ECAT staffing and will have no impact on budgeted ECAT personnel or indirect costs.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based upon the Board Comprehensive Plan - Mobility Element - February 2015.

IMPLEMENTATION/COORDINATION:

ECAT will coordinate the TDP with appropriate TPO and FDOT District 3 Staff.

Attachments

<u>Draft Executive Summary</u>
<u>COW Presentation</u>
Resolution





CONNECTIONS 2026

Escambia County 10-Years Transit Development Plan

Executive Summary

July 2016

Draft



ESCAMBIA COUNTY AREA TRANSIT



Introduction
Public Outreach2
Identifying Needs
10-Year Transit Plan
Evaluation of Alternatives10
10-Year Cost Feasible TDP 12

INTRODUCTION



Connections 2026

This major update of Escambia County's 10-Year Transit Development Plan (TDP), referred to hereinafter as the *Connections 2026* TDP, was initiated by Escambia County on behalf of Escambia County Area Transit (ECAT). Today, ECAT provides fixed-route bus service in the Pensacola area (including specialized services such as the University of West Florida On-Campus Trolley, the Beach Trolley, and the Jury Trolley) and paratransit service countywide. The *Connections 2026* TDP represents the community's vision for public transportation in Escambia County during the FY 2017-2026 planning horizon and allows ECAT to outline actions to be taken in the initial year and set goals for the remaining nine years of the implementation plan.

State Requirement

The Connections 2026 TDP is consistent with the requirements of the State of Florida Public Transit Block Grant Program, enacted by the Florida Legislature to provide a stable source of funding for public transportation. The Florida Department of Transportation (FDOT) requires recipients of Block Grant Program funds, such as ECAT, to prepare a major TDP update every five years to ensure that the public transportation services being provided and planned for are consistent with the community's mobility needs. Each update must be submitted to the appropriate FDOT District Office by September 1st.

Plan Development

Developing the *Connections 2026* TDP involved a number of planning activities, including documenting the study area conditions and analyzing socio-demographic characteristics, evaluating the existing transit services, gathering and analyzing public input, developing a situation appraisal and needs assessment, and preparing a 10-year financial and implementation plan.



Public Outreach

To prepare a TDP reflective of the Escambia County community, an extensive public outreach process was conducted throughout the *Connections 2026* TDP development process, highlights of which include:

- Development of a plan brand, "Connections 2026," and logo design.
- The convening of a multi-jurisdictional Technical Review Team to guide the plan development.
- Numerous grassroots outreach activities.
- Analysis of 2,000+ rider and non-rider input surveys (both in person and online).
- Maintaining a Connections 2026 TDP website and marketing the TDP via various social media platforms.





Outreach Activity	Participants
Discussion Groups	23
Public Workshops/Grassroots Outreach	98
Committees*/Meetings	44
Rider, non-rider, operator surveys	2,207
E-mail blasts	171
Facebook** and Twitter	283
Santa Rosa Survey	604
Total Participants	3,430

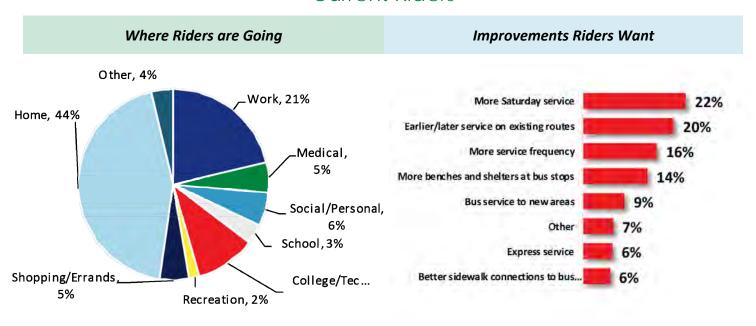
^{*}Mass Transit Advisory Committee (MTAC), TDP Technical Review Team, Santa Rosa Local Coordinating Board.

^{**}Over 5,993 Facebook users reached.

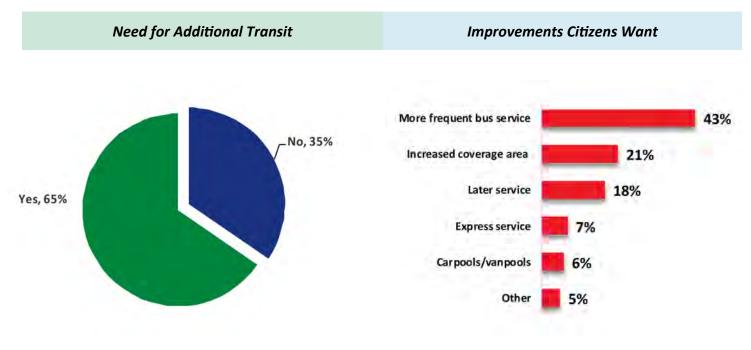


Transit Survey Highlights

Current Riders



General Public



Identifying Needs

Transit alternatives developed for the *Connections* 2026 TDP consist of several improvements to enhance the existing level of transit services provided in Escambia County. These alternatives reflect the mobility needs of the community and were developed based on information gathered through the following:

- Public outreach, including public workshops, grassroots outreach events, and stakeholder discussions;
- Transit surveys (completed on-board, online, and hard copies at the ECAT Transfer Center);
- · A transit demand assessment; and
- The Situation Appraisal.

These analyses of public input and technical data, together with the baseline conditions assessment and performance reviews conducted throughout the TDP process, were used to develop the potential transit alternatives summarized on the next several pages.





Expand Existing Services

- Double frequency on Routes 1, 2, 32, 43, 52, and 55
- Extend service later for all routes (until 10 PM)
- Increase frequency on Saturdays to 60 minute headways
- Add Sunday service on Routes 2, 32, 45, 52, 55
- Extend Route 47 to Nine Mile Road

New Transit Services

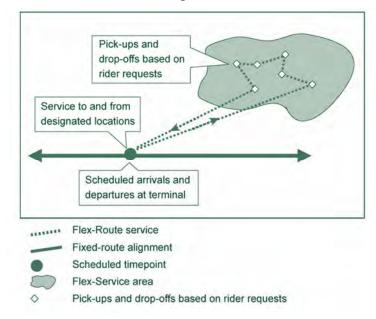
- Navy Federal Connector This route would connect the Navy Federal Credit Union at the Heritage Oaks Commerce Park via Nine Mile Road to The University Town Center.
- Pensacola–Navarre Express This route would serve US 98, an important arterial, and provide important connections to Gulf Breeze and downtown Pensacola.
- Pensacola–Milton Express An express route would connect Milton to downtown Pensacola with park-and-ride stops at Milton, Pace, the Ellyson Industrial Park, and the ECAT Transfer Center via SR 10 and I-10.



- Navy Federal –Downtown Express The route would connect downtown Pensacola to the Navy Federal Credit Union via I-110 and I-10.
- Orange Beach-Perdido Key Limited Express –
 This route would connect Orange Beach to
 Perdido Key and end at the Walmart and Target,
 two major trip attractors located on Blue Angel
 Parkway and SR 292, via SR 292.
- Pensacola-Perdido Key Connector This route would connect downtown Pensacola to the Walmart and Target located on Blue Angel Parkway and SR 292, via SR 292.
- Water Ferry Based on plans that are already underway to connect downtown Pensacola to Fort Pickens and Pensacola Beach via a water ferry. The service is expected to operate seasonally from mid-March through October. No TDP funds will be allocated as the service is proposed to be funded by the National Park Service.
- Downtown Trolley Trolley service would provide access between the downtown transfer center and marina for transit users looking to connect between the water ferry and ECAT system.
- Passenger Rail A study commissioned by the Southern Rail Commission reviewed the feasibility of returning passenger rail to the Gulf Coast area. If implemented, this rail service would connect New Orleans to Jacksonville with a stop in several cities, including Pensacola.

New Flex Routes

- Cantonment Flex This flex route would serve the Cantonment area and connect residents to Route 60, which currently connects Century to downtown Pensacola, three times a day.
- Milton Flex The flex route would connect residents in Milton in Santa Rosa County to the proposed Pensacola-Milton Express.
- Gulf Beach Highway Flex This route would serve the residential area surrounding Gulf Beach Highway/SR 292 from Navy Boulevard to South Blue Angel Parkway. The route would connect to the proposed Pensacola-Perdido Key Connector, the proposed Orange-Beach-Perdido Key Connector, and existing Routes 55, 57, 59A, 59X and 64.
- Century Flex—This route could service the urbanized areas of Century and Flomaton (AL) and connect to existing Route 60.

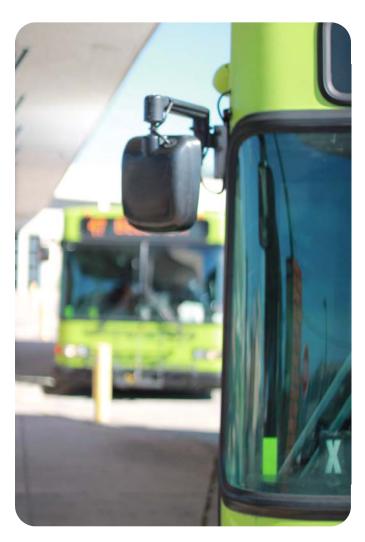


As shown in the figure above, flex-route service is a hybrid service that combines the predictability of fixed-route bus service with the flexibility of demand-response service.

Identifying Needs (Cont.)

Capital Improvements

- Expand and Improve Bus Stop Infrastructure –
 Improved infrastructure at bus stops, including
 benches, shelters, bicycle storage facilities, and
 other infrastructure, would enhance the rider's
 experience while waiting for the bus and could
 also potentially attract new riders.
- Improve Bus Stop Safety and ADA Accessibility –
 Ensuring the safety all riders while accessing bus stops and waiting for the bus, as well as guaranteeing that ADA requirements are fulfilled for all transit facilities is important to the overall safety and accessibility of the transit system.
- Establish Park-and-Ride Lots Establish parkand-ride facilities to provide collection points for travelers to transfer from auto to transit or between autos (from a single-occupant vehicle to a carpool or vanpool).
- Transit Signal Priority (TSP) TSP is any operational strategy that facilitates and prioritizes the movement of transit vehicles through traffic-signal controlled intersections.
 Implementing TSP technologies on selected congested corridors could improve bus on-time performance.
- Enhance Rosa Parks Transfer Complex A need to enhance the Rosa Parks Complex was identified to more efficiently utilize the current



location/space. If a new operations and maintenance facility is constructed, this would provide space for further enhancements at this existing facility.

Development of Downtown Intermodal Facility

- The need for a new intermodal transit center for ECAT in downtown Pensacola was also identified. In addition to connecting passenger to the proposed water ferry, this facility could provide added benefit by allowing for seamless transfers to the Amtrak station by proximity or through an effective shuttle system, when passenger rail service returns.



- Replace/Add New Vehicles Continue the existing vehicle fleet replacement program and add new vehicles to serve the proposed service improvements and new routes.
- Miscellaneous Capital Needs/Amenities ECAT
 has identified several miscellaneous capital
 needs, such as air conditioning improvements,
 bathroom facility upgrades, employee parking
 expansion, computer software/security
 technologies, and other amenities/
 improvements.

Policy/Other Improvements

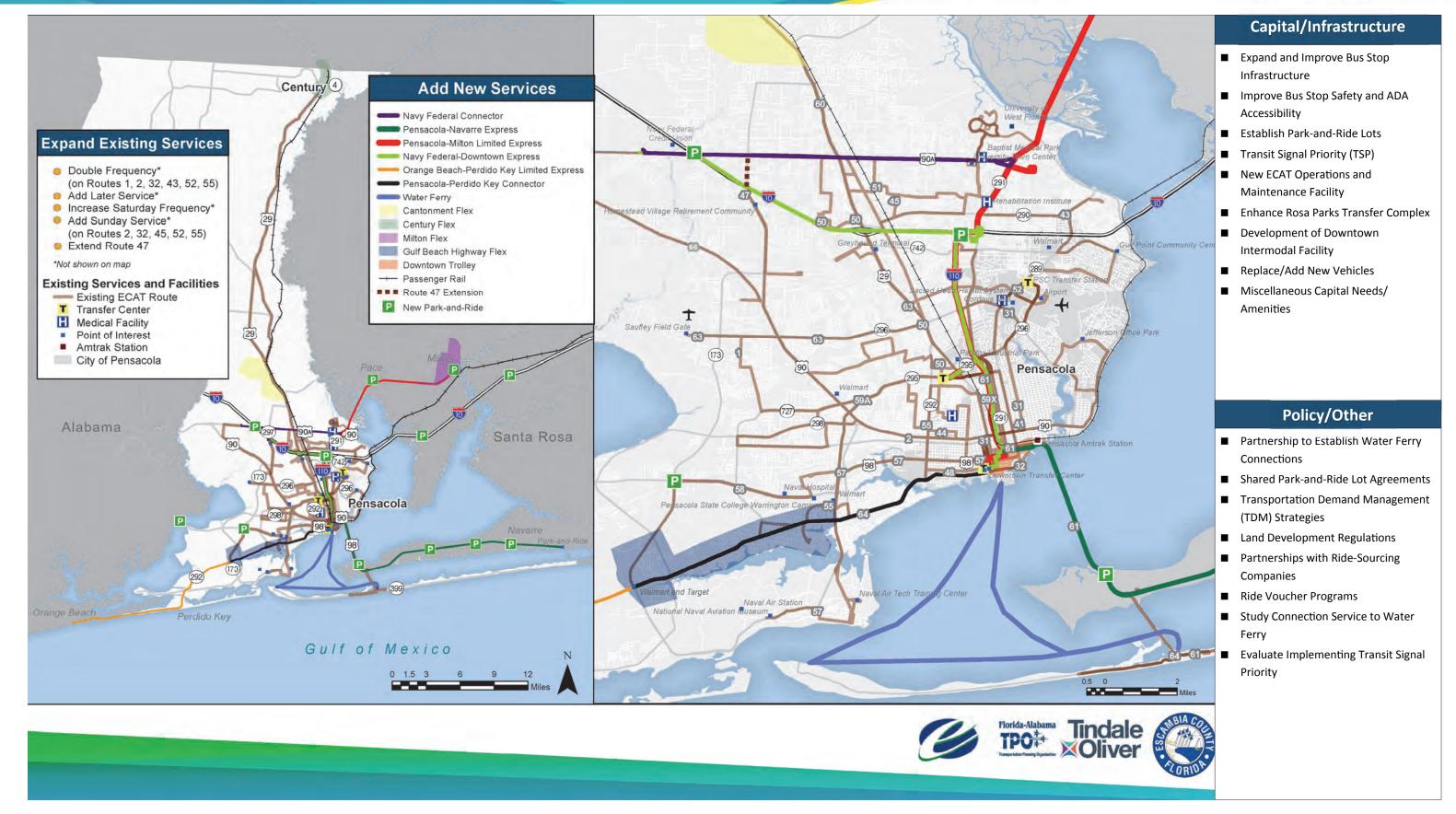
- Partnership to Establish Water Ferry
 Connections Escambia County should explore
 partnerships with local business and community
 organizations to coordinate transportation to the planned water ferry marina.
- Shared Park-and-Ride Lot Agreements —
 Agreements to allow parking spaces to be shared
 by transit passengers in underutilized and/or off peak private lots are another way to provide park
 -and-rides at a lower or no cost.
- Transportation Demand Management (TDM)
 Strategies Coordinate with the West Florida
 Regional Planning Council (WFRPC) on its rideOn
 program for FDOT District 3. There was an
 expressed need for vanpooling, especially for the
 area surrounding the Navy Federal Credit Union,
 Lilian (AL), Orange Beach, and other areas like
 Century.
- Land Development Regulations Escambia
 County should encourage and guide other local governments in modifying their policies and

- regulations by adopting more multimodal supportive land uses and land development regulations to enhance the overall transportation network and connectivity within the county.
- Partnerships with Ride-Sourcing Companies –
 Establish partnerships with ride-sourcing companies such as Uber and Lyft.
- Ride Voucher Programs Ride voucher programs would be designed to meet the transportation needs of those who cannot access the fixed-route service network because of their work schedule or because they live or work outside the fixed-route service area. Through this type of program, a user would purchase a voucher from ECAT, which would qualify him/her for a ride with a participating ride-sourcing company, such as Uber, up to a predetermined fare.
- Study Connection Service to Water Ferry to help determine the most feasible means of connecting water ferry services to the ECAT downtown transfer center.
- Evaluate Implementing Transit Signal Priority to determine the feasibility and impact of implementing various TSP technologies in the most appropriate corridors and intersections.



10-Year Transit Needs



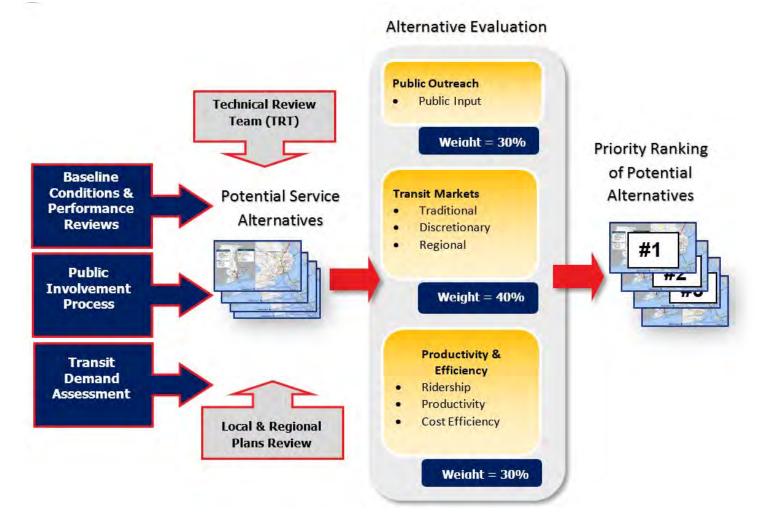


Evaluation of Alternatives

An alternatives evaluation process is used to prioritize proposed improvements and allocate funding using an objective service implementation process. The process illustrated below was designed and used to evaluate and prioritize the transit service needs presented previously in this Executive Summary.

The benefits of each service improvement were weighed against the others. Public interest, percent of service area within both the traditional and choice transit markets, regional connectivity, boardings per hour, and operating cost per hour were all factors in this process.

Alternatives Evaluation Process





Improvement Priorities

Each service alternative was scored based on a series of specific evaluation criteria and thresholds and then ranked based on the total score awarded.

These rankings, as shown in the table below, were used to identity the prioritizes and assist in the development of a recommended 10-year implementation and financial plan for the *Connections 2026* TDP.

Priority #	Service Improvements	Weighted Score
1	Add Later Weekday Service to 10 pm on all Routes	5.70
2	Increase Saturday Frequency on Existing Routes	5.40
3	Double Weekday Frequency on Routes 1, 2, 32, 43, 52, 55	4.50
4	Navy Federal Connector	4.50
5	Add Sunday Service on Routes 2, 32, 45, 52, 55	4.20
6	Pensacola-Navarre Express	4.00
7	Pensacola-Milton Limited Express	4.00
8	Navy Federal-Downtown Express	3.90
9	Cantonment Flex	3.60
10	Milton Flex	3.60
11	Gulf Beach Highway Flex	3.60
12	Extend Route 47	3.30
13	Pensacola-Perdido Key Fixed Route	3.30
14	Downtown Trolley	3.00
15	Orange Beach-Perdido Key Limited Express	2.90

Recommended 10-Year Cost Feasible TDP

This section presents the capital and operating assumptions as well as the costs and revenues associated with the 10-Year Cost Feasible Plan prepared for the *Connections 2026* TDP. The Cost Feasible Plan identifies the service (operating), capital, and other improvements that can be programmed and funded within the next 10 years.

Cost Feasible Improvements

Of the alternatives identified in the previous section, the following are proposed for implementation in the Cost Feasible Plan, with the proposed year of implementation noted in parentheses.

Operating

- Extend Route 47 (2017)
- Implement the Downtown Trolley (2018)
- Implement the Pensacola-Navarre Express (2021)

Capital

- Construct the new ECAT Operations and Maintenance Facility (2023)
- Construct the Downtown Intermodal Facility (2024)
- Establish park-and-ride lots (2017-2020)
- Complete bus stop infrastructure improvements (2017-2020)
- Replace existing vehicles (fixed-route, paratransit, and support)
- Purchase vehicles required for new services (as needed)
- Fund other capital needs, such as air conditioning improvements, bathroom facility upgrades,

employee parking expansion, computer software/security technologies, and other amenities (2017-2026)

The operational recommendations were included primarily based on the sources of additional revenue available over the next 10 years. Expanding existing services, such as extending service hours or adding additional days of service, is often the most difficult improvement to fund since it typically relies on local revenue sources for implementation, rather than federal and state grants (particularly in the initial years of operation).

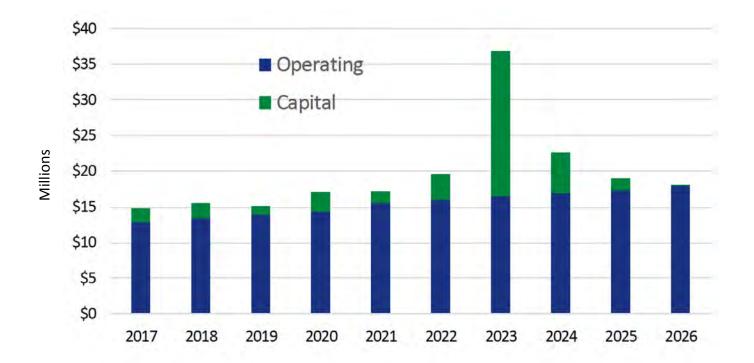
Cost Assumptions

Numerous factors were considered in forecasting transit costs for the 2017-2026 time period. Factors contributing to the projected costs include service performance data, information from other recent Florida TDPs, and discussions with ECAT staff. The annual operating and capital costs for the Cost Feasible Plan are illustrated on the following page and were developed based on the following assumptions:

Operating

- An average annual inflation rate of 3% was used for all operating cost projections, based on discussions with ECAT staff.
- Annual operating costs for existing services are based on ECAT's FY 2017 budget for the base year of 2017 and inflated at 3% for each year thereafter.
- Annual operating costs for future service enhancements are based on the projected annual service hours and cost per revenue hour





of \$85.55 for fixed-route service and \$58.32 for paratransit service (both in 2016\$). The cost per hour was derived using historical and current cost per revenue hour data for existing services. The operating cost per hours figures are inflated annually using the 3% factor.

 Extending Route 47 does not require any additional cost as the existing buses can serve the additional route miles within the current schedule.

Capital

 New vehicles planned to be purchased under this Cost Affordable Plan include those necessary to replace vehicles within the existing fleet that have reached the end of their useful life, as well as vehicles to implement the new service. This

- includes purchasing one trolley for the Downtown Trolley and two buses for the Pensacola-Navarre Express.
- Vehicles are assumed to cost \$350,000 for a midsize 29-passenger bus, \$100,000 for a smaller 22passenger bus, and \$218,000 for a trolley. The vehicle unit costs are based on information provided by ECAT.
- An annual growth rate of 3% was used for capital cost projections, based on the data available from recent transit plans in Florida and data published by FDOT.
- Unused Section 5311 funds allocated to Santa Rosa County are assumed to be available to fund proposed improvements that also serve this area.
 For the first four years (2017-2021), it is assumed

Recommended 10-Year Cost Feasible TDP

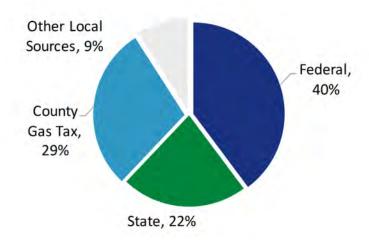
that \$10,000 of this revenue will be allocated annually to improving bus stop infrastructure and \$45,000 will be allocated annually to develop new park-and-ride lots. Starting in 2021, this funding source will transition to offset local revenue required for operating the new Pensacola-Navarre Express, which also serves Santa Rosa County. Since Section 5311 funds are intended for non-urbanized areas, there may be limitations on where these funds can be used for various bus stop and park-and-ride improvements.

Revenue Assumptions

Revenues for the proposed Cost Feasible Plan are based on information provided by ECAT and assumptions for different revenue sources, including the following:

- Annual revenues from federal, state, and local sources are based on ECAT's FY 2017 budget, approved by the Escambia County Board of County Commissioners, and discussions with ECAT staff.
- The chart (above right) illustrates the total revenue by source included in the 10-year Cost Feasible Plan. The "Other Local Revenue" category includes Escambia County's non-gas tax contribution for vehicle maintenance, fare and advertising revenue, and other contributions for the beach, UWF, and juror trolley routes.
- An annual growth rate of 3% was used increase all revenues beyond FY 2017.
- Federal grant funds are assumed to fund the purchase of vehicles needed for new service and

10-Year Allocation of Revenues by Source



the replacement of existing vehicles as needed over the next 10 years.

- FDOT Strategic Intermodal System (SIS) funds are assumed for the new Downtown Intermodal Facility.
- FTA Section 5339/State of Good Repair Program funds with a 20% local match from Florida toll revenue credit revenue are assumed to fund the new ECAT Operations and Maintenance Facility.
- New service for the Downtown Trolley is assumed to be funded by fare revenue and contributions from the City of Pensacola. New service for the Pensacola-Navarre Express is assumed to be funded by fare revenue, FDOT Service Development Program funds (for the first three years), Santa Rosa County excess Section 5311 funds, and contributions from Santa Rosa County.
- Projected fare revenue for new services are calculated using historical validated farebox recovery ratio data available from the National Transit Database (NTD). The three year historical



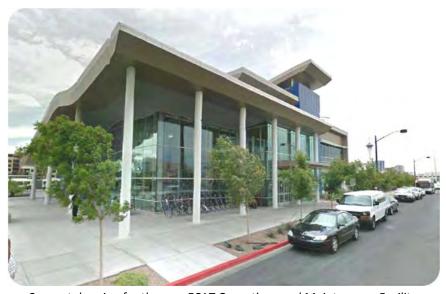
farebox recovery ratio for ECAT's fixed-route service is 21.3%. Since the farebox recovery ratio represents a system average, to be conservative the estimated fare revenue generated by new transit service is assumed to gradually approach the system-wide average ratio average over time, based on the type of service and area served.

10-year Cost Feasible Plan

Using these operating and capital cost and revenue assumptions, the costs and revenues for the next 10 years were developed for the *Connections 2026* TDP Cost Feasible Plan, as summarized in the table on the following page.

Plan Highlights

- No additional Escambia County funding assumed.
- Increased efficiency of existing routes, such as the extension of Route 47, with no cost impacts.
- Better regional connectivity between Escambia and Santa Rosa counties.
- Better integration of different transportation networks, including the ECAT system and future water ferry and Amtrack services.
- Better access to jobs/services.
- More opportunities to access the ECAT network through park-and-ride lots.
- Improved operations and efficiency of service through the new Operations and Maintenance Facility.



Concept drawing for the new ECAT Operations and Maintenance Facility.

Recommended 10-Year Cost Feasible TDP



10-Year Cost Feasible Plan: Costs and Revenues

Cost/Revenue	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	10-Year Total
Operating Costs											
Maintain Existing Fixed-Route	\$10,027,435	\$10,328,258	\$10,638,106	\$10,957,249	\$11,285,966	\$11,624,545	\$11,973,282	\$12,332,480	\$12,702,455	\$13,083,528	\$114,953,305
Maintain Paratransit	\$2,687,565	\$2,768,192	\$2,851,238	\$2,936,775	\$3,024,878	\$3,115,624	\$3,209,093	\$3,305,366	\$3,404,527	\$3,506,663	\$30,809,921
New/Local Express Service	\$0	\$317,223	\$326,740	\$336,542	\$1,097,687	\$1,130,618	\$1,164,537	\$1,199,473	\$1,235,457	\$1,272,521	\$8,080,797
Total Operating Cost	\$12,715,000	\$13,413,673	\$13,816,083	\$14,230,566	\$15,408,532	\$15,870,788	\$16,346,912	\$16,837,319	\$17,342,439	\$17,862,712	\$153,844,023
Capital Costs											
Vehicles											
Replacement Buses (Existing Service)	\$1,050,000	\$1,081,500	\$742,630	\$1,147,363	\$393,928	\$3,651,713	\$394,037	\$1,697,226	\$1,469,453	\$0	\$11,627,851
Replacement Paratransit Vehicles (Existing Service)	\$0	\$309,000	\$0	\$1,420,545	\$450,204	\$0	\$0	\$0	\$0	\$0	\$2,179,749
Replacement of Support Vehicles	\$100,000	\$103,000	\$53,045	\$54,636	\$0	\$0	\$0	\$0	\$0	\$0	\$310,681
Vehicles for New Transit Service	\$0	\$224,540	\$0	\$0	\$787,856	\$0	\$0	\$0	\$0	\$0	\$1,012,396
Other Capital/Infrastructure											
ECAT Operating and Maintenance Facility	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000,000	\$0	\$0	\$0	\$20,000,000
Downtown Intermodal Facility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000	\$0	\$0	\$4,000,000
Park-and-Rides Lots	\$45,000	\$46,350	\$47,741	\$49,173	\$0	\$0	\$0	\$0	\$0	\$0	\$188,263
Bus Stop Infrastructure Program	\$10,000	\$10,300	\$10,609	\$10,927	\$0	\$0	\$0	\$0	\$0	\$0	\$41,836
Miscellaneous Capital/Amenities	\$720,000	\$226,600	\$401,906	\$75,218	\$77,474	\$79,799	\$82,193	\$84,658	\$87,198	\$89,814	\$1,924,860
Total Capital Cost	\$1,925,000	\$2,001,290	\$1,255,931	\$2,757,863	\$1,709,462	\$3,731,512	\$20,476,230	\$5,781,884	\$1,556,651	\$89,814	\$41,285,637
Revenues											
Federal Grants	\$4,543,000	\$4,903,830	\$4,819,669	\$4,964,259	\$5,901,043	\$5,266,582	\$5,424,580	\$5,587,317	\$5,754,936	\$5,927,585	\$53,092,800
Section 5339/State of Good Repair (ECAT O&M Facility)	\$0	\$0	\$0	\$0	\$0	\$0	\$16,000,000	\$0	\$0	\$0	\$16,000,000
State Grants	\$2,935,000	\$3,023,050	\$3,113,742	\$3,207,154	\$3,658,868	\$3,756,259	\$3,860,449	\$3,609,680	\$3,717,970	\$3,829,509	\$34,711,680
FL Toll Revenue Credit Match (ECAT O&M Facility)	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000	\$0	\$0	\$0	\$4,000,000
FDOT SIS Funds (Downtown Intermodal Facility)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000	\$0	\$0	\$4,000,000
Escambia County Gas Tax	\$4,370,000	\$4,501,100	\$4,636,133	\$4,775,217	\$4,918,473	\$5,066,028	\$5,218,009	\$5,374,549	\$5,535,785	\$5,701,859	\$50,097,153
Fare Revenue	\$1,292,017	\$1,364,550	\$1,422,851	\$1,465,477	\$1,549,431	\$1,620,605	\$1,686,159	\$1,736,684	\$1,788,725	\$1,842,327	\$15,768,828
Other Local Sources	\$1,322,000	\$1,645,051	\$1,676,979	\$1,727,289	\$2,072,704	\$2,122,510	\$2,177,688	\$2,609,601	\$2,687,889	\$2,768,525	\$20,810,236
Total Revenue	\$14,462,017	\$15,437,582	\$15,669,373	\$16,139,395	\$18,100,520	\$17,831,984	\$38,366,884	\$22,917,831	\$19,485,306	\$20,069,805	\$198,480,696
10-Year Cost Feasible Plan											
Total Revenue	\$14,462,017	\$15,437,582	\$15,669,373	\$16,139,395	\$18,100,520	\$17,831,984	\$38,366,884	\$22,917,831	\$19,485,306	\$20,069,805	\$198,480,696
Total Cost	\$14,640,000	\$15,414,963	\$15,072,014	\$16,988,428	\$17,117,994	\$19,602,300	\$36,823,141	\$22,619,203	\$18,899,090	\$17,952,526	\$195,129,659
Rollover from Prev. Year	\$0	-\$177,983	-\$155,364	\$441,996	-\$407,038	\$575,488	-\$1,194,828	\$348,914	\$647,542	\$1,233,758	
Surplus/(Shortfall)	(\$177,983)	(\$155,364)	\$441,996	(\$407,038)	\$575,488	(\$1,194,828)	\$348,914	\$647,542	\$1,233,758	\$3,351,037	\$3,351,037

Recommended 10-Year Cost Feasible TDP

The implementation plan in the tables below (for operating) and on the following page (for capital) outline service improvements that are included in the Cost Feasible Plan from 2017 through 2026, as well as unfunded needs for FDOT's transportation deficiency assessment.

The table also shows the implementation years, operating and capital costs associated with the improvements, and proposed category of funding

source (existing or new) within the Cost Feasible Plan (or anticipated for unfunded improvements).

It is important to emphasize that the schedule shown in the table does not preclude the opportunity to delay or advance any projects. As priorities change, funding assumptions do not materialize, or more funding becomes available, this implementation schedule should be adjusted.

10-Year Implementation Plan and Unfunded Needs—Operating

Improvement	Implementation Year	Annual Operating Cost (2016\$)	Total Capital Cost (2016\$)	Existing or New Revenues				
Maintain Existing Service								
Maintain Existing Fixed-Route Service	2017-2026	\$10,027,435	\$9,450,000	Existing				
Maintain Existing Paratransit Service	2017-2026	\$2,687,565	\$2,000,000	Existing				
Improve	ments to Existing	Routes						
Extend Route 47	2017-2026	\$0	\$0	N/A				
Double Weekday Frequency (Routes 1, 2, 32, 43, 52, 55)	Unfunded	\$2,480,978	\$6,300,000	New				
Add Later Weekday Service to 10 pm on all Routes	Unfunded	\$1,850,382	\$0	New				
Double Saturday Frequency on Existing Routes	Unfunded	\$887,591	\$11,200,000	New				
Add Sunday Service on Routes 2, 32, 45, 52, 55	Unfunded	\$421,339	\$2,100,000	New				
Ne	w Service Expansio	n						
	Fixed-Routes							
Downtown Trolley	2018	\$307,984	\$218,000	New				
Pensacola-Navarre Express	2021	\$667,298	\$700,000	New				
Navy Federal Connector	Unfunded	\$333,649	\$350,000	New				
Pensacola-Milton Limited Express	Unfunded	\$667,298	\$700,000	New				
Navy Federal–Downtown Express	Unfunded	\$222,433	\$700,000	New				
Orange Beach-Perdido Key Limited Express	Unfunded	\$667,298	\$700,000	New				
Pensacola-Perdido Key Fixed Route	Unfunded	\$333,649	\$350,000	New				
ADA service for Navy Federal Connector	Unfunded	\$307,984	\$200,000	New				
ADA service for Pensacola-Perdido Key Fixed Route	Unfunded	\$307,984	\$100,000	New				
Flex Routes								
Cantonment Flex	Unfunded	\$307,984	\$100,000	New				
Milton Flex	Unfunded	\$307,984	\$100,000	New				
Gulf Beach Highway Flex	Unfunded	\$307,984	\$100,000	New				



10-Year Implementation Plan and Unfunded Needs—Capital

Improvement	Implementation Year	Annual Operating Cost (2016\$)	Total Capital Cost (2016\$)	Existing or New Revenues			
Capital/Infrastructure Improvements							
Support Vehicles	2017-2020	N/A	\$300,000	Existing/New			
Park-and-Rides Lots	2017-2020	TBD	\$180,000	New			
Bus Stop Infrastructure Program	2017-2021	N/A	\$40,000	New			
ECAT Operating and Maintenance Facility	2023	TBD	\$20,000,000	New			
Downtown Intermodal Facility	2024	TBD	\$4,000,000	New			
Security	2017-2020	N/A	\$300,000	Existing /New			
Amenities	2017-2020	N/A	\$730,000	Existing /New			
Expand Employee Parking	2017	N/A	\$250,000	Existing /New			
Air Conditioning - Facility	2017	N/A	\$200,000	Existing /New			
Bathrooms- Facility	2019	N/A	\$300,000	Existing /New			
Computer/Software	2017-2019	N/A	\$30,000	Existing /New			
Transit Signal Priority (TSP)	Unfunded	TBD		New			
Oth	er Improvements						
Shared Park-and-Ride Lot Agreements	2017-2026	TBD	\$0	Existing			
Partnership to Establish Water Ferry Connections	2017-2026	N/A	N/A	N/A			
Transportation Demand Management (TDM) Strategies	2017-2026	TBD		New			
Land Development Regulations	2017-2026	N/A		N/A			
Partnerships with Ride-Sourcing Companies	2017-2026	TBD		New			
Ride Voucher Programs	2017-2026	TBD		New			
Study Connection Service to Water Ferry	2017-2026	TBD		New			
Evaluate Implementing Transit Signal Priority	2017-2026	TBD		New			

For more information about the *Connections 2026 TDP*, please visit:

www.connections2026.com

Escambia Area Transit 1515 West Fairfield Drive, Pensacola, Florida 32501 Phone: 850-595-3228 Fax 850-595-3222 Fax

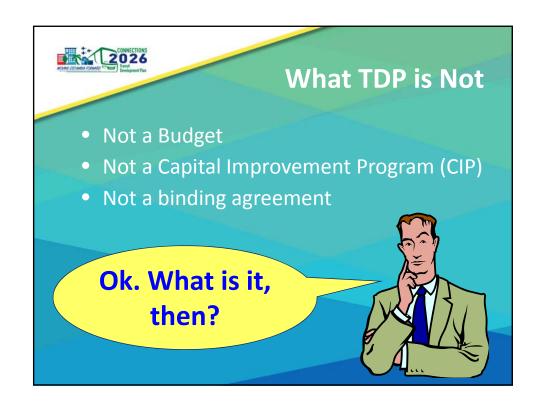
www.goecat.com







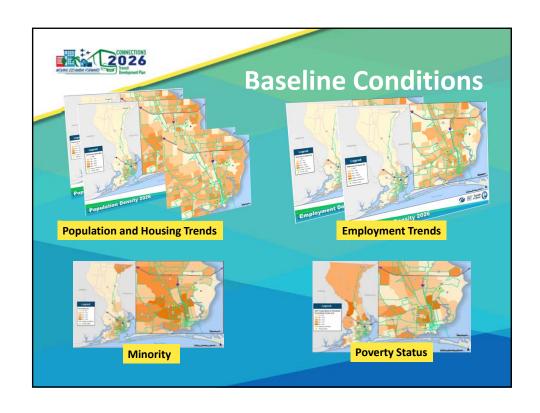


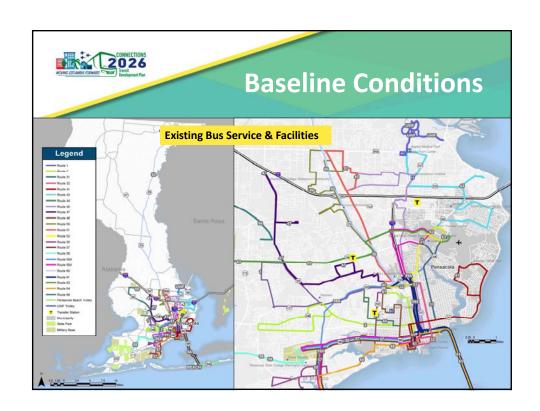




What is a TDP?

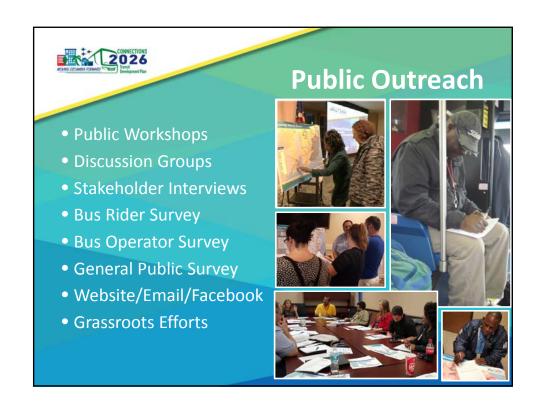
- 10-year Strategic Plan for Transit
 - Evaluate demographics & travel behavior
 - Assess existing transit options
 - Conduct public involvement & outreach
 - Determine transit needs
 - Develop service & implementation plans
- FDOT Requirement
- Incorporates Best Practices



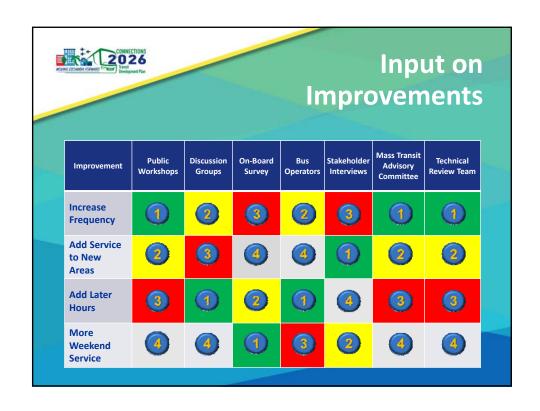






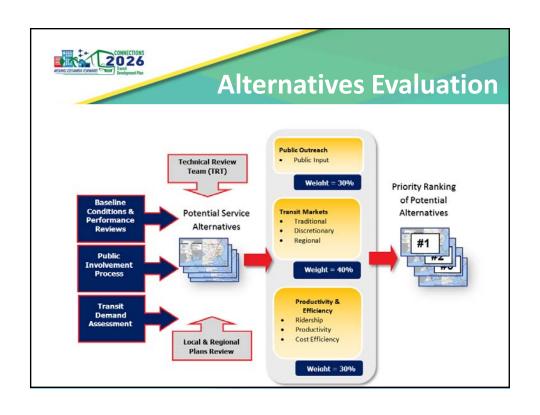


2026 **Public Outreach Participants Outreach Activity Discussion Groups Public Workshops/Grassroots Outreach** 98 Committees (MTAC, Other) Rider, Non-Rider, Operator Surveys 2,207 **E-mail Blasts** 171 Facebook & Twitter 283 Santa Rosa Survey 604 **Total Participants** 3,430



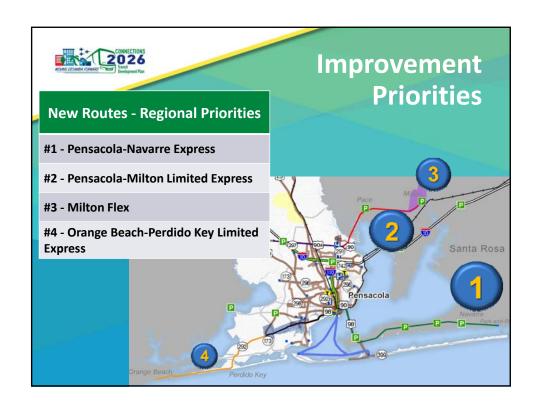






Priorities for Improvements to Existing Routes #1 - Add Later Weekday Service to 10 pm on all Routes #2 - Increase Saturday Frequency on Existing Routes #3 - Double Weekday Frequency on Routes 1, 2, 32, 43, 52, 55 #4 - Add Sunday Service on Routes 2, 32, 45, 52, 55 #5 - Extend Route 47 to Nine Mile Road









10-Year Needs - Other

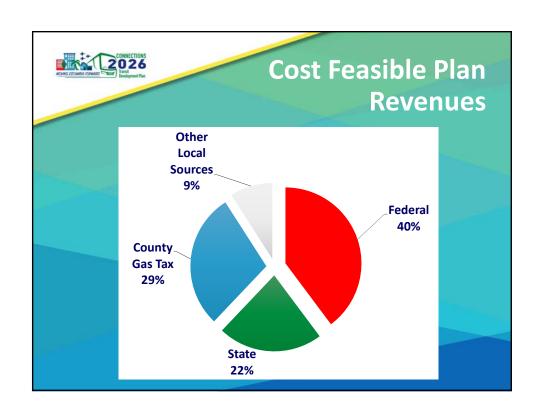
- Partnership to Establish Water Ferry Connections
- Shared Park-and-Ride Lot Agreements
- Transportation Demand Management (TDM) Strategies
- Land Development Regulations
- Partnerships with Ride-Sourcing Companies
- Ride Voucher Programs
- Study Connection Service to Water Ferry
- Evaluate Implementing Transit Signal Priority

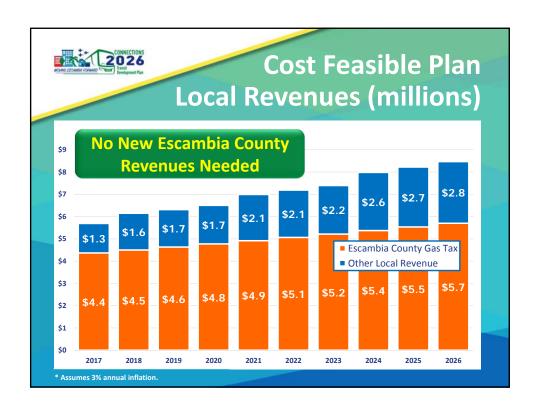


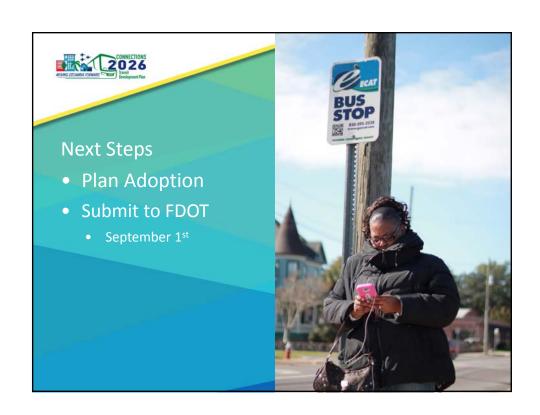
Cost Feasible Plan

- Continue Existing Services
 - 2017 Extend Route 47
- New Services
 - 2018 Downtown Trolley
 - 2021 Pensacola-Navarre Express
- Capital Improvements
 - 2017/26 Misc. Capital and Amenities
 - 2017/20 Bus Stop Infrastructure/Accessibility
 - 2017/20 Park-and-Ride Lots
 - 2023 ECAT Operations and Maintenance Facility
 - 2024 Downtown Intermodal Facility











RESOLUTION R2016-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA ADOPTING THE ESCAMBIA COUNTY TENYEAR TRANSIT DEVELOPMENT PLAN (2016-2025); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 341.052, Florida Statutes, and Rule 14-73.001, Fla. Admin. Code, recipients of state public transit block grant funding for public transit projects must develop and adopt a tenyear Transit Development Plan (TDP), with annual updates in the form of a progress report on the status of the ten-year implementation program; and

WHEREAS, as a grant program recipient, Escambia County has established a TDP to serve as the County's planning, development, and operational guidance document based on a ten-year planning horizon that shall also be used in developing the Transportation Improvement Program.

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 by reference herein.
- **Section 2.** That the Escambia County Board of County Commissioners hereby adopts the Escambia County Ten-Year Transit Development Plan (2016-2025).
- Section 3. That the Board hereby authorizes the Chairman to sign this Resolution.

ADOPTED this day of

Section 4. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA	
		By: Grover C. Robinson, IV	, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court		
	By: Deputy Clerk		Approved as to form and legal sufficiency. By/Title:
(SEAL)			Date: S 2



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10790 County Administrator's Report 11. 10.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/18/2016

Issue: Escambia County Health Facilities Authority Reappointment

From: Jack Brown, County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Reappointment to the Escambia County Health Facilities Authority, as Requested by Paula G. Drummond, Executive Director and General Counsel - Jack R. Brown, County Administrator

That the Board reappoint Commander Michael S. Kohler to the Escambia County Health Facilities Authority (Authority), effective August 22, 2016, through August 21, 2020, as requested on behalf of the Authority by Paula G. Drummond, Executive Director and General Counsel.

A General Alert was posted on the County's website, from July 8, 2016, to July 22, 2016, to seek volunteers to be considered for an appointment to the Escambia County Health Facilities Authority. The letter from Paula Drummond with Commander Kohler's Resume attached is the only response received.

BACKGROUND:

This Escambia County Health Facilities Authority (Authority) was created in accordance with Chapter 74-323, Laws of Florida, Acts of 1974. The purpose of the Authority is to assist health facilities in the acquisition, construction, financing and refinancing of projects in any incorporated or unincorporated area within the geographical limits of Escambia County.

Ms. Paula Drummond, Executive Director and General Counsel, Escambia County Health Facilities Authority, on behalf of the Authority, has requested that the Board reappoint Commander Michael S. Kohler. His Resume is provided for review.

A General Alert was posted on the County's website, from July 8, 2016, to July 22, 2016, to seek volunteers to be considered for an appointment to the Escambia County Health Facilities Authority. The letter from Paula Drummond with Commander Kohler's Resume attached is the only response received.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments / reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

<u>Letter from Paula Drummond and Commander Kohler's Resume</u>
<u>General Alert Posted July 8, 2016</u>



ESCAMBIA COUNTY HEALTH FACILITIES AUTHORITY

Capital Finance Solutions for Non-Profit Health Facilities

July 19, 2016

Mr. Jack R. Brown Escambia County Administrator 221 Palafox Place Suite 400 Pensacola, FL 32502

Re:

Reappointment of Board Member Michael S. Kohler

Dear Mr. Brown:

I am contacting you on behalf of the Health Facilities Authority Board to request the reappointment of Board Member Michael S. Kohler whose first term expires on August 21, 2016. Commander Kohler (U.S. Navy) has agreed to serve for a new four year term if reappointed by the Escambia County Board of County Commissioners. Commander Kohler is currently serving as Officer in Charge NBHC Belle Chasse located in New Orleans but continues to maintain his Escambia County residence. He has an excellent attendance record at the Authority meetings and currently serves as Chairman of the Board.

Enclosed is the current resume of Commander Kohler. As you can see from his resume, Commander Kohler brings a wealth of knowledge concerning medical practice and business experience to the Authority Board. During his first term in office he gained considerable knowledge about tax exempt capital financing for health care organizations, and the operations of the Authority. Due to the length of time it takes for new appointees to understand the Authority's public purpose and operations, it is important for the Authority to retain qualified board members willing to serve more than one term. Commander Kohler is an asset to our organization and the Authority wishes to retain his services for another four year term. Under the statutes governing the Authority's operations, Commander Kohler is eligible for reappointment. See Section 154.207(4), Fla. Stat.

The Authority requests that Commander Kohler be reappointed for a four year term commencing August 22, 2016 and ending on August 21, 2020. If I can provide any additional information to assist you in recommending Commander Kohler for reappointment, please do not hesitate to contact me. Your assistance is greatly appreciated.

Sincerely yours,

Paula G. Drummond

Executive Director & General Counsel

PGD:dl

CC: CDR Michael S. Kohler

Street Address: 1019 N. 12th Avenue • Pensacola, FL 32501 • 850-432-7555

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

MICHAEL S KOHLER

COMMANDER-NURSE CORPS-USN 1008 N. REUS STREET PENSACOLA, FL 32501

BIOGRAPHY

Commander Michael Kohler is a pioneer from the centennial state of Colorado. He entered the Navy in 1987 as a seaman recruit shortly after graduating from Longmont High School. He completed hospital corpsman school and was selected to attend basic laboratory school (8501). His first assignment as a hospital apprentice was at Naval Hospital Pensacola in May 1988. During his tour, during off duty time, he received his Associate Degree of Nursing from Pensacola Junior College in June 1991. He left Pensacola as an HM2 and was commissioned at 22 as a Warrant Officer 1.

While stationed at Oakland Naval Medical Center from December 1991-July 1995, he served as a staff nurse on a medical nursing floor. During his liberty time, he completed his Bachelor of Science Nursing at California State University, Hayward. Chief Warrant Officer 2 Kohler received a promotion to Ensign prior to transferring to Naval Hospital Guam.

During his tour at Naval Hospital Guam from July 1995-August 1997, he was a Trauma Nursing Instructor affiliated with the Emergency Nurses Association. He has taught trauma nursing in Japan, South Korea, Guam, and the United States. He achieved his Certified Emergency Nurse (CEN), and Certified Critical Care Registered Nurse (CCRN). He was a health care provider in both Korean Airline Crash 801 and Operation Pacific Haven.

In September 1997 he returned to Naval Hospital Pensacola and was assigned to the intensive care unit before being selected to serve as Department Head, Health Promotions. He achieved his certification in health promotions and was the Co-Chairman of the Pensacola Health Excellence Symposium for two years. He was also awarded district 1 military nurse of the year by the Florida Nurses Association. In addition, he gave the commencement address to the 1998 spring graduation at Pensacola Junior College.

Assigned as the clinic manager NBHC Whiting Field from March 2001-December 2004, he spearheaded the award winning video "If You Wait, It Could be too Latel" The video received a Department of Defense and Department of the Navy Award. He also completed his Masters of Education ETMS from the University of West Florida. Commander Kohler was nominated for nurse of the year in both 2002 and 2003.

Commander Kohler reported to Navy Medical Education & Training Command from January 2005-July 2007. He was responsible for developing the Expeditionary Medicine Web Based Training. He also was the knowledge manager for all Nurse Corps specialty leaders in development and infrastructure for Navy Knowledge Online. Other accolades included Captain of the Navy DC Running Team and coordinator for the CJ Reddy leadership conference.

In July 2008, he assumed duties as Officer in Charge for NBHC NAS Pensacola in which he served until March 2011. He then deployed as an Individual Augmentee to Joint Task Force Joint Medical Group Guantanamo Bay, Cuba until October 2011. Upon returning he was assigned Associate Directorate for Professional Education before being selected to serve as Director, Healthcare Business from October 2011-April 2015. On April 24, 2015 he was reassigned and assumed duties as Officer in Charge NBHC Belle Chasse.

CDR Kohler is married to Shannon Kohler. They have three daughters Natalie, Cassie, and Allison.

Judy H. Witterstaeter

From: Community & Media Relations
Sent: Friday, July 08, 2016 10:16 AM

To: Judy H. Witterstaeter

Subject: Appointees Sought for Health Facilities Authority



Click HERE to View in Browser

Appointees Sought for Health Facilities Authority

Published Jul 08, 2016

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for a possible appointment to the Escambia County Health Facilities Authority. Appointees serve without compensation.

The Escambia County Health Facilities Authority was established in accordance with Florida Statutes. The authority's duties are to assist health facilities in acquisition, construction, financing and refinancing of projects. Knowledge of finance and/or health care administration required. Authority members serve a four-year term of office. Financial disclosure required.

Escambia residents interested in serving on the Escambia County Health Facilities Authority are asked to submit a resume indicating their desire to serve by the close of business on Friday, July 22. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502 or emailed to jhwitter@myescambia.com.

Requirements:

- An authority board member must be a resident of Escambia County. An
 appointee must be able to attend monthly board meetings during regular
 business hours and to travel out of town. This requires the board member to
 have an employer and/or occupation which provides flexibility to engage in
 volunteer community service activities.
- Under its current annual meeting schedule, the authority meets once a month on the third Tuesday at 4 p.m., except for the months of April and September when the board and staff attend educational conferences related to current

topics in tax exempt capital financing for healthcare organizations. Monthly time commitments generally range from three to five hours per month, depending on business matters under consideration. For educational conferences, the board members are out of town for up to four days, twice a year.

- Board members must have reasonable computer skills and access to a computer running Windows 7 or higher, with the current version of Adobe Reader, Microsoft Word and Excel, and with high-speed internet access to receive email with attachments and download large PDF files containing meeting agendas and backup materials. A new board member will spend three to five hours for the initial orientation and training on authority operations.
- Board members must be able and willing to learn about (1) tax exempt bond financing and federal regulations related to municipal bond financing; (2) rules and regulations for municipal bond issuers; (3) current capital financing options and techniques for nonprofit healthcare organizations; and (4) Florida laws related to local government operations and finance.

Re	late	d F	:ile	s.
176				-

N/A

Related Pages:

N/A

Related Events:

N/A

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10801 County Administrator's Report 11. 11.

BCC Regular Meeting Technical/Public Service Consent

Meeting Date: 08/18/2016

Issue: CareerSource Designation as a Direct Provider

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the CareerSource Escarosa Designation as a Direct Provider - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the CareerSource Escarosa request to become designated as a Direct Provider of Workforce Services. This designation will align CareerSource Escarosa with Workforce Innovation Opportunity Act (WIOA) regulations and allow continued functions in a manner which best serves the clients and the region's employers.

BACKGROUND:

The Department of Economic Opportunity (DEO) Final Guidance FG OSPS-83, outlined in their memorandum dated November 18, 2013, describes the process for Designation as One-Stop Operator or Direct Provider of Workforce Services which requires CareerSource Escarosa to obtain this designation.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the agreement as to the form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

CareerSource Escarosa must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

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

Attachments

CareerSource Escarosa Designation

DESIGNATION REQUEST AS DIRECT PROVIDER OF WORKFORCE SERVICES

CareerSource Escarosa d/b/a Workforce Escarosa and herein referred to as CareerSource Escarosa, with the approval of the CareerSource Escarosa Board of Directors submits the following designation request to the Escambia County Board of County Commissioners for approval. Further approval will be requested from CareerSource Florida. This request for designation follows the process outlined by DEO in their memorandum dated November 18, 2013 describing the process for Designation as One-Stop Operator or Direct Provider of Workforce Services. Current legislation requires CareerSource Escarosa obtain this designation according to DEO Final Guidance FG OSPS-83

That final guidance requires:

1. A description of the revised business model.

CareerSource Escarosa has established a business model that provides a market-driven approach to talent development that prepares individuals seeking employment for the jobs of today and of the future. It provides increased flexibility allowing for a swift response to local demands, economic shifts and strategic priorities. This structure has enhanced the capacity of the regional one-stop system and has proven to provide streamlined delivery of services through the elimination of duplicate management layers and resultant costs.

The Organizational Structure (attached) of the management staff shows that the Executive Director is the sole person responsible and accountable to the Board of Directors for the delivery of services. The Director reports to the Workforce Development Board who has delegated authority to the Board Chair and the Executive Committee to act on their behalf.

The Operations Organizational Structure shows the Executive Director has delegated authority for day-to-day operations management to the Chief Operating Officer who functions as the Chief of Operations. The Chief Operating Officer has authority and responsibility for all programs and services provided through the One-Stop Centers and provides direct supervision to the One-Stop Center staff. Support services for the Operations and Management of the One Stop Centers will be provided by the, Fiscal Representatives, Quality Control Monitors, Regional Security Officer (IT), Information Systems Security Officer, and the Communications/Outreach Representative.

CareerSource Escarosa has consistently acted to maximize the ability of the Regional Workforce Development Board to respond effectively and efficiently to the demands of our customers, both employers and job seekers, within the workforce system in our two-county region. This customer-focused approach has resulted in state-leading performance and excellent customer service.

- 2. The effective date for when the designation will begin is October 1st, 2016
- 3. The period of time, not to exceed three years that the RWB will directly provide the service. This designation as a Direct Provider of Workforce Services is requested to be effective October 1st, 2016 and continue through June 30, 2019. (The organization is currently operating on an extended approval to function without designation as a Direct Provider of Workforce Services through 30 September, 2016.)
- 4. A Statement of the reason(s) why the RWB has decided to directly provide the workforce services. Due to continued budgetary decline and associated reduction in staffing levels, a streamlined process for delivering services became necessary. Obtaining the designation to be a direct provider of workforce services will allow us to continue operating with these efficiencies. With the designation as a Direct

Provider of Workforce Services, CareerSource Escarosa will continue to work with our many partners in the region to better meet any new and/or changing needs of our business community and job seekers. It will also allow us to leverage resources of a regional consortium of Northwest Florida workforce boards and economic development partners.

The streamlined flexible process for delivering services that now exists has not only led to excellent performance, it has also resulted in cost savings and the ability to focus more resources on delivery of services. It is in the best interest of CareerSource Escarosa's customers that this RWB continue to provide these services directly. In the past, CareerSource Escarosa operated through a third party provider which resulted in over \$100,000.00 in additional costs annually.

5. A description of how the RWB will establish a "firewall" that clearly separates and defines its existing role as the oversight body for the region's workforce delivery system from its new role as the managing board of directors for those operational services that the board has chosen to directly provide.

In its deliberations on whether to request designation as a Direct Provider of Workforce Services, key points were made to remind all members that the Board's primary mission is one of design, oversight, and policy making and not management of day to day operations. Board members and committees are keenly aware of the distinction in the roles of Board Oversight and the role of staff to manage the operations. The Executive Director has been clearly designated as the sole person accountable to the Workforce Board. All other Board staff report to and take direction from the Executive Director.

The organizational structure includes The Chief Operating Officer who, reports to the Executive Director, and has responsibility for all programs and services provided by the one-stop centers. Program Coordinators provide programmatic support, and direct staff supervision to the programs in their areas of specialization. Quality Assurance Monitors provide internal program monitoring to evaluate program performance, and provide training and technical support in their programs of expertise such as Veterans Services, Universal Services (Wagner Peyser), WIOA Adult and WIOA Youth, Welfare Transition, SNAP, One-Stop Compliance and Military Spouse Programs

The members of the CareerSource Escarosa Board are responsible for the establishment of goals, high-level policy and to direct board staff to develop strategies to achieve those goals and implement policy. Board staff will provide management and operation support of programs. See diagram:

The establishment of this structure and policies by the CareerSource Escarosa Board provides a solid "firewall" between the Board of Directors of CareerSource Escarosa oversight and the conduct of operations / service delivery in this region.

6. An identification of the grant program(s) that currently fund the workforce service delivery model.

CareerSource Escarosa will continue to charge all expenses incurred in accordance with our approved cost allocation plan. Therefore, the costs associated with directly providing the services as proposed shall be allocated or directly charged to all grants

The designation of Direct Provider of Workforce Services will not change the description of grant programs and/or services currently contained in the approved plan and subsequent modifications. All such portions of the plan will remain in effect.

Current Grant Programs:

WIOA Adult
WIOA Dislocated Worker
WIOA Youth
SNAP
Wagner-Peyser
UC
Veterans – DVOP
Veterans – LVER
Welfare Transition
Military Family Advocacy

7. An analysis of the costs of the services that documents the actual reduction in costs with the RWB providing the services rather than contracting that service to another provider, and an estimate of such costs and savings for the upcoming period.

CareerSource Escarosa conducted a cost analysis and estimated that the cost savings of operating as a Direct Provider of Workforce Services would result in a savings of over \$100,000.00 annually. This analysis resulted in the organization's separation from a previous contractual agreement with a third party provider of services.

8. A description of any other anticipated improvement to service delivery and performance outcomes.

CareerSource Escarosa continues to be a top performer on all common measures. During the 2014-2015 program year, CareerSource Escarosa was the top performing region among 24 regions in the state. Through the third quarter of the 2015-2016, CareerSource Escarosa was again a top performer, exceeding all performance requirements (One of only two of the 24 regions with this distinction). This demonstrates the effectiveness of CareerSource Escarosa as a provider services. Designation as a Direct Provider of Workforce Services will ensure that we continue to operate in an efficient and effective manner.

9. Documentation that the public was provided at least 30 days notice to review and comment on the proposed change in service delivery.

This designation will result in no changes to CareerSource Escarosa's current service delivery method. Further, there are no changes to our Workforce Plan which received public comment and was approved by the Escambia County Board of County Commissioners on May 5, 2016.

10. Documentation that the Chief Elected Official has agreed to the planned change in service delivery.

This designation will result in no changes to CareerSource Escarosa's service delivery method

See Attachment 1 – Request for Designation as a Direct Provider of Workforce Services

Attachment 1



careersourceescarosa.com

3670-2A North L Street Pensacola, FL 32505 p: 850.473.0939 | f: 850.473.0935

Larry Strain Board Chairman

Cliff J. Krut Executive Director Attachment 1

Workforce Escarosa, Inc. dba CareerSource Escarosa's Request for Permission to Provide Direct

Workforce Services has been reviewed and approved as attested by placement of our signatures

and authorization below.	
CareerSource Escarosa	CareerSource Escarosa
Jake Mack Board Chairman: Larry Strain	Executive Director: Cliff Krut
ATTEST: Pam Childers Clerk of the Circuit Court	BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
By: Deputy Clerk	By: Grover C. Robinson, IV, Chairman

Approved as to form and legal sufficiency.

By/Title: Della 13







BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10759 County Administrator's Report 11. 1.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Recommendation Concerning Group Medical Insurance Administrative

Services Agreement

From: Thomas Turner, Department Director

Organization: Human Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Group Medical Insurance Administrative Services

Agreement - Thomas G. "Tom" Turner - Human Resources Department Director

That the Board approve and authorize the County Administrator to sign the Amendment to Administrative Services Agreement between Blue Cross Blue Shield of Florida, Inc., d/b/a Florida Blue, and the Escambia County Board of County Commissioners for Escambia County's Group Medical Insurance, PD 14-15.069.

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

BACKGROUND:

The Amendment to the Administrative Services Agreement will become effective on January 1, 2017 and deals with updating existing inter-plan disclosure language to address changes in governmental regulations, the evolving health benefits marketplace, and technical procedures. All Blue Cross and Blue Shield Plans are required to revise the language in the Agreements to reflect:

- Revisions to Inter-Plan Programs and policies and provisions that better align them with licensee practices;
- Information regarding the BlueCard WorldWide program;
- State surcharge regulations issued by state health departments or state insurance departments to fund an ever expanding list of state-based healthcare services; and
- -The inclusion of various provider care delivery reimbursement arrangements, generally known as value-based programs, to the health benefits marketplace.

BUDGETARY IMPACT:

No budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristen Hual, 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 Report, CAR II-19 of August 20, 2015, BCC Regular Meeting, County Administrator Report CAR II-7 of September 24, 2015 and County Administrator Report CAR II-17 of November 17, 2015.

IMPLEMENTATION/COORDINATION:

The Human Resources Department will coordinate with Legal and Florida Blue to distribute the Agreement.

Attachments

Amendment to Administrative Services Agreement

AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT

This Amendment, which is effective January 1, 2017, is by and between Blue Cross and Blue Shield of Florida, Inc. (hereinafter referred to as "Florida Blue") and Escambia County Board of County Commissioners (hereinafter referred to as "Employer"). In consideration of the mutual and reciprocal promises herein contained, the Administrative Services Agreement between Florida Blue and Employer (hereinafter "Agreement") is amended as follows:

1. The subsection entitled "Claims Processing" in Section III, <u>Duties and Responsibilities of Florida</u>
<u>Blue</u>, is hereby amended by adding the following:

For value-based reimbursement programs Florida Blue enters into with participating providers, an applicable per member per month charge may be included in lieu of a claim level surcharge.

2. The subsection entitled "Providers Outside the State of Florida", under Section III, <u>Duties and Responsibilities of Florida Blue</u> is hereby deleted in its entirety and replaced with the following:

A. Inter-Plan Arrangements

Florida Blue has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). 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 Arrangements. The Inter-Plan Arrangements are described generally below.

Typically, when accessing care outside the geographic area Florida Blue serves, members obtain care from healthcare providers that have a contractual agreement ("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 healthcare providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating providers") with the Host Blue. Florida Blue remains responsible for fulfilling our contractual obligations to Employer. Florida Blue payment practices in both instances are described below.

This disclosure describes how claims are administered for Inter-Plan Arrangements and the fees that are charged in connection with Inter-Plan Arrangements. (Note that Dental Care Benefits, except when not paid as medical claims/benefits, and those Prescription Drug Benefits or Vision Care Benefits that may be administered by a third party contracted by Florida Blue to provide the specific service or services are not processed through Inter-Plan Arrangements.)

B. BlueCard® Program

The BlueCard® Program is an Inter-Plan Arrangement. Under this Arrangement, when members access covered healthcare services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating healthcare providers. The financial terms of the BlueCard Program are described generally below.

1. Liability Calculation Method Per Claim - In General

a. Member Liability Calculation

Unless subject to a fixed dollar copayment, the calculation of the member liability on claims for covered healthcare services will be based on the lower of the participating provider's billed covered charges or the negotiated price made available to Florida Blue by the Host Blue.

b. Employer Liability Calculation

The calculation of 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 (under the contract between the Host Blue and the provider). Sometimes, this negotiated price may be greater for a given service or services than the billed charge in accordance with how the Host Blue has negotiated with its participating healthcare provider(s) for specific healthcare services. In cases where the negotiated price exceeds the billed charge, Employer may be liable for the excess amount even when the member's deductible has not been satisfied. This excess amount reflects an amount that may be necessary to secure (a) the provider's participation in the network and/or (b) the overall discount negotiated by the Host Blue. In such a case, the entire contracted price is paid to the provider, even when the contracted price is greater than the billed charge.

2. Claims Pricing

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's provider contracts. The negotiated price made available to Florida Blue by the Host Blue may be represented by one of the following:

- (i) An actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases; or
- (ii) An estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, 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 in effect at the time a claim is processed 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.

The Host Blue determines whether it will use an actual, estimated or average price. The use of estimated or average pricing may result in a difference (positive or negative) between the price Employer pays on a specific claim and the actual amount the Host

Blue pays to the provider. However, the BlueCard Program requires that the amount paid by the member and Employer is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims.

Any positive or negative differences in estimated or average pricing are accounted for through variance accounts maintained by the Host Blue and are incorporated into future claim prices. As a result, the amounts charged to Employer will be adjusted in a following year, as necessary, to account for over- or underestimation of the past years' prices. The Host Blue will not receive compensation from how the estimated price or average price methods, described above, are calculated. Because all amounts paid are final, neither positive variance account amounts (funds available to be paid in the following year), nor negative variance amounts (the funds needed to be received in the following year), are due to or from Employer. If Employer terminates, you will not receive a refund or charge from the variance account.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables, including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts.

3. BlueCard Program Fees and Compensation

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 Association and/or to vendors of BlueCard Program related services. The specific BlueCard Program fees and compensation that are charged to Employer are set forth in Exhibit B. BlueCard Program Fees and compensation may be revised from time to time.

Only the BlueCard Program access fee may be charged separately each time a claim is processed through the BlueCard Program. All other BlueCard Program related fees are included in the Administrative Fee.

The access fee is charged by the Host Blue to Florida Blue for making its applicable provider network available to Employer's. The access fee will not apply to non-participating provider claims. The access fee is charged on a per claim basis and is charged as a percentage of the discount/differential Florida Blue receives from the applicable Host Blue subject to a maximum of \$2,000 per claim. When charged, Florida Blue passes the access fee directly on to Employer.

Instances may occur in which the claim payment is zero or Florida Blue pays only a small amount because the amounts eligible for payment were applied to patient cost sharing (such as a deductible or coinsurance). In these instances, Florida Blue will pay the Host Blue's access fee and pass it along directly to Employer as stated above even Employer paid little or had no claim liability.

An Administrative Fee encompasses fees Florida Blue charges to Employer for administering Employer's benefit plan. They may include both local (within Florida Blue's service area) and Inter-Plan fees. For purposes of this Agreement, they include

the following BlueCard Program related fees other than the BlueCard Program access fee: namely, administrative expense allowance (AEA) fee, central financial agency fee, ITS transaction fee, toll free number fee, PPO provider directory fee and BlueCard Worldwide Program Fees, if applicable.

C. Special Cases: Value-Based Programs

Value-Based Programs Definitions

Accountable Care Organization (ACO): A group of healthcare providers who agree to deliver coordinated care and meet performance benchmarks for quality and affordability in order to manage the total cost of care for their member populations.

Global Payment/Total Cost of Care: A payment methodology that is defined at the patient level and accounts for either all patient care or for a specific group of services delivered to the patient such as outpatient, physician, ancillary, hospital services and prescription drugs.

Patient-Centered Medical Home (PCMH): A model of care in which each patient has an ongoing relationship with a primary care physician who coordinates a team to take collective responsibility for patient care and, when appropriate, arranges for care with other qualified physicians.

Shared Savings: A payment mechanism in which the provider and payer share cost savings achieved against a target cost budget based upon agreed upon terms and may include downside risk.

Value-Based Program (VBP): An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

Value-Based Programs Overview

Employer's members may access covered healthcare services from providers that participate in a Host Blue's Value-Based Program. Value-Based Programs may be delivered either through the BlueCard Program or a Negotiated Arrangement. These Value-Based Programs may include, but are not limited to, Accountable Care Organizations, Global Payment/Total Cost of Care arrangements, Patient Centered Medical Homes and Shared Savings arrangements.

Value-Based Programs under the BlueCard Program

Under Value-Based Programs, a Host Blue may pay providers for reaching agreed upon cost/quality goals in the following ways:

The Host Blue may pass these provider payments to Florida Blue, which Florida Blue will pass directly on to Employer as either an amount included in the price of the claim or an amount charged separately in addition to the claim.

When such amounts are included in the price of the claim, the claim may be billed using one of the following pricing methods, as determined by the Host Blue:

- (i) Actual Pricing: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is part of the claim. These charges are passed to Employer via an enhanced provider fee schedule.
- (ii) Supplemental Factor: The charge to accounts for Value-Based Programs incentives/Shared Savings settlements is a supplemental amount that is included in the claim as an amount based on a specified supplemental factor (e.g., a small percentage increase in the claim amount). The supplemental factor may be adjusted from time to time.

When such amounts are billed separately from the price of the claim, they may be billed as follows:

- Per Member Per Month (PMPM) Billings: Per member per month billings for Value-Based Programs incentives/Shared Savings settlements to accounts are outside of the claim system. Florida Blue will pass these Host Blue charges directly through to Employer as a separately identified amount on the group billings; or,
- Where Host Blues pass on the costs of Value-Based Programs to Florida Blue as PMPM amounts not attached to specific claims, Florida Blue may elect to pass these amounts to Employer as a claim amount.

The amounts used to calculate either the supplemental factors for estimated pricing or PMPM billings are fixed amounts that are estimated to be necessary to finance the cost of a particular Value-Based Program. Because amounts are estimates, there may be positive or negative differences based on actual experience, and such differences will be accounted for in a variance account maintained by the Host Blue (in the same manner as described in the BlueCard claim pricing section above) until the end of the applicable Value-Based Program payment and/or reconciliation measurement period. The amounts needed to fund a Value-Based Program may be changed before the end of the measurement period if it is determined that amounts being collected are projected to exceed the amount necessary to fund the program or if they are projected to be insufficient to fund the program.

At the end of the Value-Based Program payment and/or reconciliation measurement period for these arrangements, Host Blues will take one of the following actions:

- Use any surplus in funds in the variance account to fund Value-Based Program payments or reconciliation amounts in the next measurement period.
- Address any deficit in funds in the variance account through an adjustment to the PMPM billing amount or the reconciliation billing amount for the next measurement period.

The Host Blue will not receive compensation resulting from how estimated, average or PMPM price methods, described above, are calculated. If Employer terminates, you will not receive a refund or charge from the variance account. This is because any resulting surpluses or deficits would be eventually exhausted through prospective adjustment to the settlement billings in the case of Value-Based Programs. The measurement period for determining these surpluses or deficits may differ from the term of this Agreement.

Variance account balances are small amounts relative to the overall paid claims amounts and will be liquidated over time. The timeframe for their liquidation depends on variables,

including, but not limited to, overall volume/number of claims processed and variance account balance. Variance account balances may earn interest, and interest is earned at the federal funds or similar rate. Host Blues may retain interest earned on funds held in variance accounts

Note: Members will not bear any portion of the cost of Value-Based Programs except when a Host Blue uses either average pricing or actual pricing to pay providers under Value-Based Programs.

Care Coordinator Fees

Host Blues may also bill Florida Blue for care coordinator fees for provider services which we will pass on to Employer as follows:

- 1. PMPM billings; or
- Individual claim billings through applicable care coordination codes from the most current editions of either Current Procedural Terminology (CPT) published by the American Medical Association (AMA) or Healthcare Common Procedure Coding System (HCPCS) published by the U.S. Centers for Medicare and Medicaid Services (CMS).

As part of this Agreement, Florida Blue and Employer will not impose member cost sharing for care coordinator fees.

D. Return of Overpayments

Recoveries from a Host Blue or its participating and nonparticipating providers can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, healthcare provider/hospital bill audits, credit balance audits, utilization review refunds and unsolicited refunds. Recoveries will be applied in general, on either a claim-by-claim or prospective basis. If recovery amounts are passed on a claim-by-claim basis from a Host Blue to Florida Blue they will be credited to Employer. 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 charged to Employer as a percentage of the recovery.

E. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to self-funded accounts. If applicable, Florida Blue will disclose any such surcharge, tax or other fee to Employer, which will be Employer's liability.

F. Nonparticipating Providers Outside Florida Blue's Service Area

1. Member Liability Calculation

a. In General

When covered healthcare services are provided outside of Florida Blue's service area by nonparticipating providers, the amount(s) a member pays for such services will be based on either the Host Blue's nonparticipating 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 nonparticipating provider bills and the payment Florida Blue will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

b. Exceptions

In some exception cases, at Employer's direction, Florida Blue may pay claims from nonparticipating healthcare providers outside of Florida Blue's service area based on the provider's billed charge. This may occur in situations where a member did not have reasonable access to a participating provider, as determined by Florida Blue (in Florida Blue's sole and absolute discretion) or by applicable state law. In other exception cases, (at Employer's direction) Florida Blue may pay such claims based on the payment Florida Blue would make if Florida Blue were paying a nonparticipating provider inside of Florida Blue's service area, as described elsewhere in this Agreement. This may occur where the Host Blue's corresponding payment would be more than Florida Blue's in-service area nonparticipating provider payment. Florida Blue may choose to negotiate a payment with such a provider on an exception basis.

Unless otherwise stated, in any of these exception situations, the member may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment Florida Blue will make for the covered services as set forth in this paragraph.

2. Fees and Compensation

Employer understands and agrees to reimburse Florida Blue for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement-related services. The specific fees and compensation that are charged to Employer are set forth in Exhibit B, if applicable. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time.

G. BlueCard Worldwide® Program

1. General Information

If members are outside the United States, (the Commonwealth of Puerto Rico and the U.S. Virgin Islands) (hereinafter: "BlueCard service area"), they may be able to take advantage of the BlueCard Worldwide Program when accessing covered healthcare services. The BlueCard Worldwide Program is unlike the BlueCard Program available in the BlueCard service area in certain ways. For instance, although the BlueCard Worldwide Program assists members with accessing a network of inpatient, outpatient and professional providers, the network is not served by a Host Blue. As such, when members receive care from providers outside the BlueCard service area, the members will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services.

Inpatient Services

In most cases, if members contact the BlueCard Worldwide Service Center for

assistance, hospitals will not require members to pay for covered inpatient services, except for their cost-share amounts. In such cases, the hospital will submit member claims to the BlueCard Worldwide Service Center to initiate claims processing. However, if the member paid in full at the time of service, the member must submit a claim to obtain reimbursement for covered healthcare services. Members must contact Florida Blue to obtain precertification for non-emergency inpatient services.

Outpatient Services

Physicians, urgent care centers and other outpatient providers located outside the BlueCard service area will typically require members to pay in full at the time of service. Members must submit a claim to obtain reimbursement for covered healthcare services.

· Submitting a BlueCard Worldwide Claim

When members pay for covered healthcare services outside the BlueCard service area, they must submit a claim to obtain reimbursement. For institutional and professional claims, members should complete a BlueCard Worldwide International claim form and send the claim form with the provider's itemized bill(s) to the BlueCard Worldwide Service Center address on the form to initiate claims processing. The claim form is available from Florida Blue, the BlueCard Worldwide Service Center, or online at www.bluecardworldwide.com. If members need assistance with their claim submissions, they should call the BlueCard Worldwide Service Center at 1.800.810.BLUE (2583) or call collect at 1.804.673.1177, 24 hours a day, seven days a week.

2. BlueCard Worldwide Program-Related Fees

Employer understands and agrees to reimburse Florida Blue for certain fees and compensation which we are obligated under applicable Inter-Plan Arrangement requirements to pay to the Host Blues, to the Association and/or to vendors of Inter-Plan Arrangement related services. The specific fees and compensation that are charged to Employer under the BlueCard Worldwide Program are set forth in Exhibit B, if applicable. Fees and compensation under applicable Inter-Plan Arrangements may be revised from time to time.

3. Except as otherwise specifically noted in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized representatives of the parties.

BLUE CROSS AND BLUE SHIELD OF FLORIDA, INC.		ESCAMBIA COUNTY BOARD OF COUNT COMMISSIONERS		
Ву:		By: <u>Jack R. Brown</u>		
Title:	··	Title: County Administrator		
Date:		Date:		
20160629	Approved as to formand legal sufficiency.	Witness:		



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10756 County Administrator's Report 11. 2.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Commercial Sign Grant Program Funding Agreement for 314 South

Navy Blvd

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Commercial Sign Grant Program Funding Agreement for 314 South Navy Boulevard - Tonya Gant, Neighborhood & Human Services

Department Director

That the Board ratify the following August 18, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Commercial Sign Grant Program Funding Agreement for the property located at 314 South Navy Boulevard:

A. Approving the Commercial Sign Grant Program Funding Agreement between Escambia County CRA and Carco Properties, Inc., owner of commercial property located at 314 South Navy Boulevard, Pensacola, Florida, in the Warrington Redevelopment District, in the amount of \$1,548, representing an in-kind match through the Neighborhood Enterprise Division (NED) 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 370212, Object Code 58301, to install new sign; and

B. Authorizing the Chairman to sign the Funding Agreement and any related documents necessary to implement this Grant award.

BACKGROUND:

On August 18, 2016 a CRA meeting was convened to consider approval of the aforementioned actions between the Escambia County CRA and Carco Properties, Inc. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for the Grant will be provided through the NED 2009 Community Development Block Grant (CDBG), Fund 129, Cost Center 370212, and Object Code 58301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this Grant award.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner(s), handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreements-CarcoProperties-August2016

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY COMMERCIAL SIGN GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>18th</u> day of <u>August 2016</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Carco Properties</u>, <u>Inc.</u>, (the "Recipient"), owner of commercial property located at <u>314 South Navy Boulevard</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

WHEREAS, the CRA has established the Commercial Sign Grant Program (the "Program") to provide Grants to qualified businesses for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a Grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program Grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. <u>Commercial Sign Grant Program:</u> The CRA awards to the Recipient a Program Grant in the maximum amount of \$1,548, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I,** which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$1,548, which shall be comprised of a cash contribution of \$1,548.
- 4. <u>Project:</u> The Project funded by the Grant is defined in **EXHIBIT I**. The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>August 2016</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>November 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may Grant the extension. However, the CRA's agreement to Grant the extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.

- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.
- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use as it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of Grant funds disbursed under this Agreement.
- 11. <u>Property Owner as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not an employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the Grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient
 accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the
 CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient
 shall provide the CRA with a minimum of three written price quotes for each item to be purchased.
 The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or
 equipment, and the liability for payment in such instances shall be the responsibility of the
 Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits
 vendor invoices, proof of payment, and other documentation as may be required by the CRA.
 Final determination regarding the acceptability of supporting documentation shall rest with the
 Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names

and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project, and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
221 Palafox Place, Suite 305
Pensacola, Florida 32505

Recipient:
Carco Properties, Inc.
314 South Navy Boulevard
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

			For:	Escambia County Board of County Commissioners	
Approved as to form and legal sufficiency. By/Title: Approved as to form and legal sufficiency. By/Title: Approved as to form and legal sufficiency.		Ву:	Grover C. Robinson, IV, Chairman		
	ATTEST:	Pam Childers	Date I	Executed:	
		Clerk of the Circuit Court	BCC /	Approved:	
	By: Deput	ty Clerk			
	(SEAL	_)	For R	ecipient:	
	STATE OF F		Josep	oh A. Carco, Property Owner	
The foregoing instrument was acknowled for produced for p			nowledged before me this 13th day of 5th day		
	(Notany Seat)	MAXWELL ROGERS Commission # FF 77771 My Commission Expires		Signature of Notary Public Printed Name of Notary Public	

December 18, 2017

EXHIBIT I

COMMERCIAL SIGN GRANT PROJECT

Property Owner:

Carco Properties, Inc.

Property Address:

314 South Navy Boulevard Pensacola, FL 32507

The "Project" includes the following improvements to the above referenced property:

Install new sign.

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Install New Sign

314 South Navy Boulevard – Carco Properties, Inc.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10755 County Administrator's Report 11. 3. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Cancellation of Commercial Facade, Landscape, and Infrastructure

Grant Program Lien

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of a Commercial Façade, Landscape, and Infrastructure Grant Program Lien - Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following August 18, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Commercial Façade, Landscape, and Infrastructure Grant Program Lien:

A. Approving the following Cancellation of a Commercial Facade, Landscape, and Infrastructure Grant Program Lien, as the Grant recipient has met the one-year of compliance with the Commercial Façade, Landscape, and Infrastructure Grant Program:

Property Owner	Address	Amount
Ball Bushing Warehouse, LLC	3825 West Navy Boulevard	\$8,600

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

BACKGROUND:

The CRA created the matching Grant programs to be implemented within the County's redevelopment districts. The intent of the matching Grant programs is to incentize private investment to upgrade the appearance, property values, and economic activity on selected commercial corridors and/or residential properties. A rendering of the project is attached.

BUDGETARY IMPACT:

Funding for this project will be funded through the Warrington TIF, Cost Center 370114.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Lien Agreement was reviewed and approved as to form and legal sufficiency by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff will handle this Lien cancellation document.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Commercial Façade, Landscape, and Infrastructure Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, will handle all implementation tasks.

Attachments

Lien CX-Ball Bushing-Aug2016

STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$8,600 executed by Ball Bushing Warehouse, LLC, and recorded in Official Record Book 7389 at pages 351-352, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program, hereby acknowledges cancellation of the Lien with the Escambia County Community Redevelopment Agency Commercial Façade, Landscape, and Infrastructure Grant Program.

		BOARD OF COUNTY COMMISSIONER ESCAMBIA COUNTY, FLORIDA			
		By: Grover C. Robinson, IV, Chairman			
		Grover C. Robinson, IV, Chairman			
ATTEST:	Pam Childers Clerk of the Circuit Court				
Ву:	of Olada	Date Executed:			
Dep	outy Clerk	BCC Approved:			

Prepared by: Max Rogers, AICP, Development Program Manager Neighborhood & Human Services Department Community Redevelopment Agency 221 Palafox Place, Suite 305 Pensacola, FL 32502 Approved as to form and legal sufficiency.

By/Title

Escambia County Clerk's Original

(125/2015 CARTU

Commercial Façade, Landscape, and Infrastructure Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

Address of Property

Property Reference No.

Ball Bushing Warehouse, LLC

3825 West Navy Boulevard Pensacola, Florida 32507 38-2S-30-1000-015-005

Total Amount of Lien

\$8,600

I, the undersigned owner of the commercial property referenced above, agree that the improved commercial property will continue to be operated for the commercial use approved by the Escambia County Community Redevelopment Agency (CRA) for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell, lease, or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

Further, in the event that the commercial property is the subject of an existing lease, I will notify the CRA at least sixty (60) days prior to any change in the current tenant(s); and I will obtain the approval of the CRA before leasing the property to a new tenant. Such permission shall not be unreasonably withheld.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Commercial Façade, Landscape and Infrastructure Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties, the property is leased to a business without the approval of the CRA, or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015060858 08:11 2015 at 12:20 PM
OFF REC SK. 7389 PG 351 - 352 Doc Type: L
RECORDING: \$18.50

I warrant that the property is not homestead as defined by the Constitution and laws of the State of Florida. STATE OF FLORIDA **COUNTY OF ESCAMBIA** The foregoing instrument was acknowledged before me this 13^{+} day of $\frac{\text{May}}{\text{ay}}$, 2015 by Richard Van Brocklin, Property Owner. He () is personally known to me or () has produced as identification. Signature of Notary Public (Notary Seal) MAXWELL ROGERS ELL FULLERS Commission # FF 77771 My Commission Expires Printed Name of Notary Public December 18, 2017 **Escambia County** For: **Board of County Commissioners** By: Steven Barry, Chairman Date Executed: <u>U/30/26/5</u> BCC Approved: ___OG~ ATTEST

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place Suite 305, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title:



Warrington District 3825 W. Navy Blvd.

Façade improvement and window replacement

Project Total \$17,200 Grant Total \$8,600





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10754 County Administrator's Report 11. 4.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Cancellation of Residential Rehab Grant Program Liens

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following August 18, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of five Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Grant Program:

Property Owners	Address	Amount
Sarah Bowlby	2612 West Jackson Street	\$5,456
Pamela T. Clyde	303 Southeast Kalash Road	\$2,400
Lynwood V. and Vicki A. Fletcher	632 Lakewood Road	\$5,600
Cecile Hines	13 Audusson Avenue	\$3,643
Curtis and Elizabeth Hughley	303 Lakewood Road	\$3,295

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

BACKGROUND:

The aforementioned property owners have satisfied their one-year compliance with the Residential Rehab Grant Program.

BUDGETARY IMPACT:

There will be no budgetary impact.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved the Cancellation of Lien document as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien document for the owners.

Attachments

LienCX Bowlby August2016

LienCX Clyde August2016

LienCX Fletcher August2016

LienCX Hines August2016

LienCX Hughley August2016

STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$5,456, executed by Sarah Bowlby and recorded in Official Record Book 7393 at pages 892-893, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

				COUNTY DUNTY, FLO	COMMISSIONERS ORIDA
		Ву:	Grover	C. Robinso	n, IV, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court				
By: Dep	uty Clerk	_		Executed: Approved:	

Approved as to form and legal sufficiency.

Date:

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015063170 08:19:2015 at 10:59 AM
OFF REC BK 7393 PG: 892 - 893 Doc Type: L
RECORDING: \$18 50

OFF REC BK 7393 RECORDING 518 5 Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name
Sarah Bowlby

Address of Property
2612 W. Jackson Street
Pensacola, FL 32505

Property Reference No. 00-0S-00-9060-001-207

Total Amount of Lien

\$5,456

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

	Sarah Bowlby, Property-Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was a December , 2014 by Saral to me or (1) has produced FL D	Bowlby, Property Owner. She () is personally known
(Notary Seal)	Signature of Notary Public MAYNELL RUGERS Printed Name of Notary Public
MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017	For: Board of County Commissioners of Escambia County By: Steven Barry, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Cour Deputy Clerk SEAL	Date Executed: 1/22/2015 BCC Approved: 01-22-2015 Approved as to form and legal sufficiency: By/Title: Date: 12/19/14

For Recipient:

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Brownsville District

2612 W. Jackson Street

Install new windows & storm shutters

Project Total \$10,913

Grant Total \$5,456



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$2,400, executed by Pamela T. Clyde and recorded in Official Record Book 7392 at pages 379-380, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

		ESCAMBIA COUNTY, FLORIDA			
		By: Grover C. Robinson, IV, Chairman			
		Grover C. Robinson, IV, Chairman			
ATTEST:	Pam Childers Clerk of the Circuit Court				
	auto Clado	Date Executed:			
De	puty Clerk	BCC Approved:			

Approved as to drm and legal sufficiency

By/Title

Prepared by: Max Rogers, AICP, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Suite 305 Pensacola, FL 32502

STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$5,600, executed by Lynwood V. and Vicki A. Fletcher and recorded in Official Record Book 7380 at pages 359-360, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

		BOARD OF COUNTY COMMISSIONE ESCAMBIA COUNTY, FLORIDA		
		Ву: _	Grover C. Robinso	n, IV, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court			
		-	Date Executed:	
Dep	outy Clerk		BCC Approved:	

Approved as to form and legal sufficiency.

By/Titl€

Prepared by: Max Rogers, AICP, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Suite 305 Pensacola, FL 32502

Escambia County Clerk's Original

5/21/2015 CAR ID-1 ALI) Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015056083 07/23/2015 at 01:58 PM
OFF REC BK: 7380 PG: 359 - 360 Doc Type: L
RECORDING: \$18.50

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Lynwood V. and
Vicki A. Fletcher

Address of Property 632 Lakewood Road Pensacola, FL 32507 Property Reference No. **59-2S-30-1000-006-016**

Total Amount of Lien

\$5,600

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):	
Sywod Vthler	
Lynwood W Flotcher, Property Own	er
Vicki K. Fletcher, Property Owner	

STATE OF FLORIDA COUNTY OF ESCAMBIA

COUNTY OF ESCAMBIA	
The foregoing instrument was acknown to me or (x) has produced F432	owledged before me this day of V. Fletcher, Property Owner. He () is personally 2 416-0_ as identification.
The foregoing instrument was acknowledge , 2015 by Vicki A. F known to me or (X) has produced +432	ed before me this 2946 day of letcher, Property Owner. She (_) is personally as identification.
(Notary Seal) *** ZAKKTYYAH Q. OSUKGWE MY COMMISSION # FF 054108 EXPIRES: September 15, 2017 Sonded Thru Budget Notary Services	Signature of Notary Public Printed Name of Notary Public
•	For: Board of County Commissioners of Escambia County By:
	Stéven Barry, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court Decuty Clerk	Date Executed: <u>5 26 2015</u> BCC Approved: <u>05-21-2015</u>

This instrument prepared by:
Zakkiyyah Osuigwe, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency, ,)

By/Title:



Barrancas District
632 Lakewood Rd
Replace roof
Project Total \$11,200
Grant Total \$5,600



STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$3,643, executed by Cecile Hines and recorded in Official Record Book 7389 at pages 168-169, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

				COUNTY DUNTY, FLC	COMMISSIONERS ORIDA
		Ву:	Grover	C. Robinso	n, IV, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court				
Ву:		_	Date I	Executed:	
De	puty Clerk		BCC	Approved:	

Approved as to form and legal sufficiency.

Date.

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

STATE OF FLORIDA COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of \$3,295, executed by Curtis and Elizabeth Hughley and recorded in Official Record Book 7393 at pages 890-891, of the public records of Escambia County, Florida, and created pursuant to the Escambia County Community Redevelopment Agency Residential Rehab Grant Program, hereby acknowledges cancellation of the Lien, which was paid in full.

		ESCAMBIA COUNTY, FLORIDA	
		By: Grover C. Robinson, IV, Chairman	
		Grover C. Robinson, IV, Chairman	
ATTEST:	Pam Childers Clerk of the Circuit Court		
By: Deputy Clerk		Date Executed:	
		BCC Approved:	

Approved as to form and legal sufficiency.

By/Title:

Prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

7/23/2015 CAR IL-SA(1)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2015063169 08.19.2015 at 10.59 AM
OFF REC BK: 7393 PG: 390 - 391 Doc Type: L
RECORDING \$18 50

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name(s)

<u>Curtis and Elizabeth Hughley</u>

Address of Property
303 Lakewood Road
Pensacola, FL 32507

Property Reference No. **59-2S-30-1000-011-002**

Total Amount of Lien

\$3,295

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

<u>С</u>	Recipient(s): Lights Hughley rtis-Hughley, Property Owner zabeth Hughley, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowled, 2015 by Curtis Hughleto me or () has produced	y, i topetty Owner. He () is personally known
The foregoing instrument was acknowledged be, 2015 by Elizabeth Hug known to me or () has produced for the prod	efore me this
(Notary Seal) MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017 For	Escambia County
ATTEST: PAM CHILDERS SEAL By Deputy Clerk AMBIA CO.	Date Executed: 7/28/2115 BCC Approved: 07-23-20/5
This instrument prepared by: Max Rogers, AICP, Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502	Approved as to form and lass sufficiency. By/Title: 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4



Barrancas District
303 Lakewood Road
Replace roof
Project Total \$6,590
Grant Total \$3,295





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10750 County Administrator's Report 11. 5.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Residential Rehab Grant Program Funding Agreement for 617

Lakewood Road

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Residential Rehab Grant Program Funding Agreement
- Tonya Gant, Neighborhood & Human Services Department Director

That the Board ratify the following August 18, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding Agreement at 617 Lakewood Road:

A. Rescinding the Board's action of July 19, 2016, approving the Residential Rehab Grant Program Funding Agreement between Escambia County CRA and Arthur and Mary Jane Moore, owners of residential property located at 617 Lakewood Road, Barrancas Redevelopment District, in the amount of \$2,162, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for storm shutter installation, CAR II-A(11), to correct, due to a scrivener's error, the maximum amount of the Grant noted in Item 3 of the Funding Agreement from \$6,000, to \$2,162;

B. Approving Residential Rehab Grant Program Funding Agreement between Escambia County CRA and Arthur and Mary Jane Moore, owners of residential property located at 617 Lakewood Road, in the Barrancas Redevelopment District, in the amount of \$2,162, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for storm shutter and window installation; and

C. Authorizing the Chairman to sign the Funding Agreement between Escambia County CRA and Arthur and Mary Jane Moore.

BACKGROUND:

Rescind the Board's action of July 19, 2016, to approve the Residential Rehab Grant Program Funding Agreement due to a scrivener's error in the total amount of the Funding Agreement.

On August 18, 2016 at 9:00 a.m. a CRA meeting was convened to consider approval of the Grant Funding Agreement between the Escambia County CRA and Residential Rehab Grant Program.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

1. Arthur and Mary Jane Moore, Barrancas TIF, Cost Center 370116, in the amount of \$2,162

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

RevisedAgreement-Moore-August2016

07-19-2016 BCC Meeting Resume Pages - CAR II-2

Moore Residential Rehab Grant Program Funding Agreement, 7-19-2016 BCC

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>18th</u> day of <u>August 2016</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Arthur and Mary Jane Moore</u>, (the "Recipient(s)"), owner of residential property located at <u>617 Lakewood Road</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

- **NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:
- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the total amount of <u>\$2,162</u>, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT** I, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$2,162</u>, which shall be comprised of a cash contribution of <u>\$2,162</u>.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>August 2016</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>November 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- Notice: Any notices to the County shall be mailed to: <u>County:</u>
 Sherry Duffey, MS, Development Program Manager Neighborhood & Human Services Department Community Redevelopment Agency 221 Palafox Place
 Pensacola, Florida 32502

Recipient(s):
Arthur and Mary Jane Moore
617 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

	with its terms	. .			
Approve	ed as to form an	to form and legal		Board of County Commissioners of Escambia County	
sufficier	sufficiency				
By/Title: Date:			Ву:	Grover C. Robinson, IV, Chairman	
	ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:	
	By: Depu	ty Clerk	_	BCC Approved:	
	(SEA	1)			
	(0=	- /		ecipient(s):	
				r Moore, Property Owner Yang Jane Moore	
			Mary	Jane Moore, Property Owner	
	STATE OF F			•	
	Tuly me or (V)	oregoing instrument was acknown or 2016 by Arthur Monas produced FLDLEXP &	owledge oore, Pr	ed before me this 22 @ day of operty Owner. He () is personally known to as identification.	
	The foregoing instrument was acknowledged before me this				
	(Notary Seal	The state of the s		Signature of Notary Public Printed Name of Notary Public	
	1.0 4 4.	COMMISSION & FEMALES		Finited Name of Notary Public/	

EXPIRES December 10, 2019

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address:

Arthur and Mary Jane Moore 617 Lakewood Road, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Storm Shutter Installation.



Storm Shutter Installation
617 Lakewood Road-Mary Jane & Arthur Moore

RESUME OF THE REGULAR BCC MEETING - Continued

COUNTY ADMINISTRATOR'S REPORT – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 2. <u>Recommendation:</u> That the Board ratify the following July 19, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:
 - A. Approving the following 11 Residential Rehab Grant Program Funding and Lien Agreements:
 - (1) The Agreements between Escambia County CRA and Ishmeal T. and Nancy M. Damaso, owners of residential property located at 2502 West Lloyd Street, Brownsville Redevelopment District, each in the amount of \$2,185, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for a new roof installation:
 - (2) The Agreements between Escambia County CRA and Linda L. Suermann, owner of residential property located at 3 Northwest Kalash Road, Warrington Redevelopment District, each in the amount of \$1,575, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
 - (3) The Agreements between Escambia County CRA and Winston O. and Susan J. Hanks, owners of residential property located at 211 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$2,100, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
 - (4) The Agreements between Escambia County CRA and Lizzie B. Richardson, Sharon D. Richardson, and Juana L. Richardson, owners of residential property located at 2801 West Jackson Street, Brownsville Redevelopment District, each in the amount of \$4,090, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for a new roof installation;

(Continued on Page 18)

RESUME OF THE REGULAR BCC MEETING - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 2. Continued...

A. Continued...

- (5). The Agreements between Escambia County CRA and Floyd and Johnnie Peacock, owners of residential property located at 1952 Gary Circle, Englewood Redevelopment District, each in the amount of \$3,262, representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, for a new roof installation:
- (6) The Agreements between Escambia County CRA and James D. Andrews, owner of residential property located at 118 Southeast Kalash Road, Warrington Redevelopment District, each in the amount of \$1,150, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
- (7) The Agreements between Escambia County CRA and John P., Jr., and Lori L. Remich, owners of residential property located at 39 Manor Drive, Warrington Redevelopment District, each in the amount of \$5,338, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for installation of new windows:
- (8) The Agreements between Escambia County CRA and Evan and Michelle Williams, owners of residential property located at 522 Hardy Place, Palafox Redevelopment District, each in the amount of \$2,445, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, for roof replacement;
- (9) The Agreements between Escambia County CRA and Winifred Wallace, owner of residential property located at 3119 West La Rua Street, Brownsville Redevelopment District, each in the amount of \$3,799, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for window replacement;

(Continued on Page 19)

RESUME OF THE REGULAR BCC MEETING - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 2. Continued...
 - A. Continued...
 - (10) The Agreements between Escambia County CRA and Litedra Burgess, owner of residential property located at 917 West Michigan Avenue, Palafox Redevelopment District, each in the amount of \$5,915, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, Object Code 58301, for installation of central heating and air conditioning system and roof replacement; and
 - (11) The Agreements between Escambia County CRA and Arthur and Mary Jane Moore, owners of residential property located at 617 Lakewood Road, Barrancas Redevelopment District, each in the amount of \$2,162, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, Object Code 58301, for storm shutter installation; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Approved 5-0

- 3. <u>Recommendation:</u> That the Board take the following action concerning the SHIP Program Agreement with Northwest Florida Community Housing Development Corporation (Funding: Fund 120/2016 SHIP, Cost Center 370202):
 - A. Approve the SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement with the Northwest Florida Community Housing Development Organization, subject to Legal review and sign-off, to provide up to \$450,000 in SHIP funds to support replacement housing activities for affected tornado victims in Escambia County; and
 - B. Authorize the Chairman or Vice Chairman to execute the Agreement and all Projectrelated documents as required to implement the Project.

Approved 5-0 to drop

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 19th day of July 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Arthur and Mary Jane Moore, (the "Recipient(s)"), owner of residential property located at 617 Lakewood Road, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$6,000, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$2,162</u>, which shall be comprised of a cash contribution of <u>\$2,162</u>.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT 1.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>19th</u> day of <u>July 2016</u>, and the Project shall be complete on or before the <u>19th</u> day of <u>October 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor.</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. Notice: Any notices to the County shall be mailed to:

 County:
 Sherry Duffey, MS, Development Program Manager
 Neighborhood & Human Services Department
 Community Redevelopment Agency
 221 Palafox Place
 Pensacola, Florida 32502

Recipient(s):
Arthur and Mary Jane Moore
617 Lakewood Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- If any date herein set forth for the performance of any obligations, or the delivery of any 24. instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as	: LOUGH 1997		For:	Board of County Commissioners of Escambia County	
sufficiency./			Ву:		
By/Title:				Grover C. Robinson, IV, Chairman	
AT	TEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:	
Ву:	Deput	y Clerk	_	BCC Approved:	
	(SEAI				
	(OLA)	-)	For Recipient(s): **The Company of the Company of		
STATE OF ELODIDA			Mary Jane Moore, Property Owner		
STATE OF FLORIDA COUNTY OF ESCAMBIA					
() rúe	The for (\(\sigma\) b	oregoing instrument was ackn , 2016 by Arthur M nas produced <u>FL DL EXP</u> .	owledge oore, Pr レンロ	ed before me this 224 day of operty Owner. He () is personally known to as identification.	
The kno	foregoing Tung own to me	g instrument was acknowledge 2016 by Mary Jar or (has produced FL [ed befor	day of e, Property Owner. She () is personally as identification. Signature of Notary Public	
(No	otary Seal)		5	Printed Name of Notary Public	
	T-	RY A DUFFEY ASSION # FF942753	A	•	

EXPIRES December 10, 2019

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Arthur and Mary Jane Moore
Property Address: 617 Lakewood Road, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Storm Shutter Installation.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10749 County Administrator's Report 11. 6.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Residential Rehab Grant Program Funding and Lien Agreements

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

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

That the Board ratify the following August 18, 2016, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approving the following 10 Residential Rehab Grant Program Funding and Lien Agreements:

- 1. The Agreements between Escambia County CRA and Brian M. Curley, owner of residential property located at 3118 West Gadsden Street, Brownsville Redevelopment District, each in the amount of \$2,595, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;
- 2. The Agreements between Escambia County CRA and Carol A. McKenzie, owner of residential property located at 101 Northwest Kalash Road, Warrington Redevelopment District, each in the amount of \$1,100, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
- 3. The Agreements between Escambia County CRA and Linda L. Suermann, owner of residential property located at 221 Sunset Avenue, Warrington Redevelopment District, each in the amount of \$1,650, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
- 4. The Agreements between Escambia County CRA and Ruth E. Jernigan, owner of

residential property located at 2612 West Blount Street, Brownsville Redevelopment District, each in the amount of \$2,137, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, to install a new roof;

- 5. The Agreements between Escambia County CRA and Helen Hartung, owner of residential property located at 320 East Winthrop Avenue, Warrington Redevelopment District, each in the amount of \$2,112, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install new windows;
- 6. The Agreements between Escambia County CRA and Erin P. Dooley, owner of residential property located at 506 East Sunset Avenue, Warrington Redevelopment District, each in the amount of \$4,500, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, to install a new roof;
- 7. The Agreements between Escambia County CRA and Richard O. and Susan D. B. Edmonston, owners of residential property located at 213 Northwest Syrcle Drive, Warrington Redevelopment District, each in the amount of \$2,298, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection and storm shutters installation;
- 8. The Agreements between Escambia County CRA and James F. Irby, IV, owner of residential property located at 220 Bryant Road, Warrington Redevelopment District, each in the amount of \$1,361, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for sanitary sewer connection;
- 9. The Agreements between Escambia County CRA and Karen D. Taylor, owner of residential property located at 219 Syrcle Drive, Warrington Redevelopment District, each in the amount of \$5,317, representing an in-kind match through the Warrington Tax Increment Financing (TIF), Fund 151, Cost Center 370114, Object Code 58301, for electrical rewiring and sanitary sewer connection;
- 10. The Agreements between Escambia County CRA and Robert Pollak and Stephanie Schowalter, owners of residential property located at 3719 Idlewood Drive, Brownsville Redevelopment District, each in the amount of \$5,231, representing an in-kind match through the Brownsville Tax Increment Financing (TIF), Fund 151, Cost Center 370113, Object Code 58301, for central heating and air conditioning installation/window replacement and storm shutter installation; and
- B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

BACKGROUND:

The intent of the matching Grant program is to promote private investment which will upgrade the appearance, property values, and economic activity for commercial and residential properties within the designated CRA areas. A rendering of each project is attached.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows:

- 1. Brian M. Curley, Brownsville TIF, Cost Center 370113, in the amount of \$2,595
- 2. Carol A. Mckenzie, Warrington TIF, Cost Center 370114, in the amount of \$1,100
- 3. David and Linda L. Suerman, Warrington TIF, Cost Center 370114, in the amount of \$1,650
- 4. Ruth E. Jernigan, Brownsville TIF, Cost Center 370113, in the amount of \$2,137
- 5. David and Helen Hartung, Warrington TIF, Cost Center 370114, in the amount of \$2,112
- 6. Erin P. Dooley, Warrington TIF, Cost Center 370114, in the amount of \$4,500
- 7. Richard O. and Susan D. B. Edmonston, Warrington TIF, Cost Center 370114, in the amount of \$2,298
- 8. James F. Irby, IV, Warrington TIF, Cost Center 370114, in the amount of \$1,361
- 9. Karen D. Taylor, Warrington TIF, Cost Center 370114, in the amount of \$5,317
- 10. Robert Pollak and Stephanie Schowalter, Brownsville TIF, Cost Center 370113, in the amount of \$5,231

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement-Curley-August2016

Agreement-McKenzie-August2016

Agreement-Suermann-August2016

Agreement-Jernigan-August2016

Agreement-Hartung-August2016

Agreement-Dooley-August2016

Agreement-Edmonston-August2016

Agreement-Irby-August2016

Agreement-Taylor-August2016

Agreement-Pollack & Schowalter- August 2016

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>18th</u> day of <u>August 2016</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Brian M. Curley</u>, (the "Recipient(s)"), owner of residential property located at <u>3118 West Gadsden Street</u>, Pensacola, Florida, <u>32505</u>.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$2,595, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$2,595</u>, which shall be comprised of a cash contribution of <u>\$2,595</u>.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>August 2016</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>November 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- Notice: Any notices to the County shall be mailed to: <u>County:</u>
 Sherry Duffey, MS, Development Program Manager Neighborhood & Human Services Department Community Redevelopment Agency 221 Palafox Place
 Pensacola, Florida 32502

Recipient(s):
Brian M. Curley
3118 West Gadsden Street
Pensacola. FL 32505

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

	d as to form and	legal	For:	Board of County Commissioners of Escambia County
sufficiend	y. Alana An	cal-	By:	
By/Title: Date:				Grover C. Robinson, IV, Chairman
	ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
	Ву:		_	BCC Approved:
	Deput	y Clerk		
	(SEAL	-)	1	M. Curley, Property Owner
	STATE OF F	ESCAMBIA		
	The foregoing instrument was acknown to me or () has produced FL DL EX			ed before me this day of Property Owner. He () is personally known as identification.
				Signature of Notary Public
	(Notary Seal)			Printed Name of Notary Public
	111111			

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Brian M. Curley

Property Owner(s): Property Address: 3118 West Gadsden Street, Pensacola, Florida, 32505

The "Project" includes the following improvement to the above referenced property:

New Roof Installation.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name(s) **Brian M. Curley**

Address of Property
3118 West Gadsden Street
Pensacola, FL 32505
Property Reference No.
33-2S-30-4000-007-244

Total Amount of Lien

<u>\$2,595</u>

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

		Dilai	ir M. Curiey, Property Owner
STATE OF FI	ESCAMBIA		
	oregoing instrument was a , 2016 by Brian M.) has produced FL DL Ex	Ouric	vledged before me this 28th day of y, Property Owner. He () is personally known as identification.
			Sherry Duffey Signature of Notary Public
(Notary Seal)			Printed Name of Notary Public)
MY C	HERRY A DUFFEY OMMISSION # FF942753 RES December 10, 2019 FlorideNotaryService com	For:	Escambia County
		Бу	Grover C. Robinson, IV, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed:
Neighborhood a Community Red	prepared by: MS, Development Program Manager nd Human Services Department evelopment Agency ce, Pensacola, FL 32502		Approved as to form and leg sufficiency. By/Title:

For Recipient(s):



New Roof Installation
3118 West Gadsden Street-Brian M. Curley

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>18th</u> day of <u>August 2016</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Carol A. McKenzie</u>, (the "Recipient"), owner of residential property located at <u>101 Northwest Kalash Road</u>, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$1,100, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$1,100</u>, which shall be comprised of a cash contribution of <u>\$1,100</u>.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>August 2016</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>November 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination</u>: Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:

Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Carol A. McKenzie
101 Northwest Kalash Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal sufficiency.			Board of County Commissioners of Escambia County
By/Title:	4 <u>(1-</u>	Ву:	Grover C. Robinson, IV, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By:	ty Clerk	_	BCC Approved:
(SEA		()	ecipient: M. Heyre A. McKenzie, Property Owner
The f	ESCAMBIA foregoing instrument was ackn	owledge	ed before me this day of
30	, 2016 by Carol A. or () has produced <u>fc</u>	MCKellz	e, Property Owner. Sile () is personally
	MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017	in	Signature of Notary Public **TOBERS Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Carol A. McKenzie

Property Owner(s): Property Address: 101 Northwest Kalash Road, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name

Carol A. McKenzie

Address of Property

101 Northwest Kalash Road

Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-179-010**

Total Amount of Lien

\$1,100

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

		(6	A. McKenzie, Property-Owner		
STATE OF F	LORIDA ESCAMBIA				
The foregoing instrument was acknowledged before me this day of, 2016 by Carol A. McKenzie, Property Owner. She () is personally known to me or () has produced Druck (as identification.					
			Signature of Notary Public		
Con	AXWELL ROGERS nmission # FF 77771 Commission Expires cember 18, 2017	m	Printed Name of Notary Public		
The or rectified De	Cember 10,	For:	Board of County Commissioners of Escambia County		
		Ву: _	Grover C. Robinson, IV, Chairman		
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed:		
			Approved as to form and legal sufficiency.		

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sanitary sewer connection

101 NW Kalash Rd – Carol A. McKenzie

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 18th day of August 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Linda L. Suermann, (the "Recipient"), owner of residential property located at 221 Sunset Avenue, Pensacola, Florida, 32507.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$1,650</u>, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$1,650</u>, which shall be comprised of a cash contribution of <u>\$1,650</u>.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>August 2016</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>November 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient
 accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by
 the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The
 Recipient shall provide the CRA with a minimum of three written price quotes for each item to be
 purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods,
 services, or equipment, and the liability for payment in such instances shall be the responsibility
 of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient
 submits vendor invoices, copy of signed permit, proof of payment, and other documentation as
 may be required by the CRA. Final determination regarding the acceptability of supporting
 documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall
 provide the CRA with the names and signatures of all persons designated by Recipient to
 purchase goods, services, and equipment for the Project and the CRA shall not be obligated to
 disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Linda L. Suermann
221 Sunset Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

	as to form and le	gal	For:	Board of County Commissioners of Escambia County
By/Title: Spate:	ufficiency. y/Title: KAUCA ACA		Ву:	Grover C. Robinson, IV, Chairman
	ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
	By: Depu	ty Clerk		BCC Approved:
	(SEA	L)	Su	ecipient: ida L. Sue L. Suermann, Property Owner
	STATE OF F	LORIDA ESCAMBIA		
		oregoing instrument was acknowy, 2016 by Linda L. s	Jucinia	ed before me this day of nn, Property Owner. She (is personally as identification.
	(Notary Seal	MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017	v	Signature of Notary Public WALL ROGERS Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Linda L. Suermann

Property Owner(s): Property Address: 221 Sunset Avenue, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name
Linda L. Suermann

Address of Property
221 Sunset Avenue
Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-278-014**

Total Amount of Lien

\$1,650

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County Residential Rehab Grant Program, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

		For R	ecipient:
		Linda	L. Suermann, Property Owner
STATE OF	FLORIDA OF ESCAMBIA		
	foregoing instrument was ackn May, 2016 by Linda L. ie or () has produced	Suerma	ed before me this day of ann, Property Owner. She (is personally as identification.
			Signature of Notary Public
Notary a	MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017	0	Printed Name of Notary Public
		For:	Board of County Commissioners of Escambia County
		Ву: _	Grover C. Robinson, IV, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
	By: Deputy Clerk		
			Approved as to form and leg sufficiency.

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sanitary sewer connection

221 Sunset Avenue – Linda L. Suermann

THIS FUNDING AGREEMENT is made and entered into this 18th day of August 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Ruth E. Jernigan, (the "Recipient(s)"), owner of residential property located at 2612 West Blount Street, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

- 1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. <u>Residential Rehab Grant Program:</u> The CRA awards to the Recipient a matching Grant in the maximum amount of <u>\$2,137</u>, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of **\$2,137**, which shall be comprised of a cash contribution of **\$2,137**.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>August 2016</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>November 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient
 accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by
 the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The
 Recipient shall provide the CRA with a minimum of three written price quotes for each item to be
 purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods,
 services, or equipment, and the liability for payment in such instances shall be the responsibility
 of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient
 submits vendor invoices, copy of signed permit, proof of payment, and other documentation as
 may be required by the CRA. Final determination regarding the acceptability of supporting
 documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall
 provide the CRA with the names and signatures of all persons designated by Recipient to
 purchase goods, services, and equipment for the Project and the CRA shall not be obligated to
 disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- Notice: Any notices to the County shall be mailed to: County:
 Sherry Duffey, MS, Development Program Manager Neighborhood & Human Services Department Community Redevelopment Agency 221 Palafox Place Pensacola, Florida 32502

Recipient(s):
Ruth E. Jernigan
2612 West Blount Street
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to for sufficiency. By/Title:	m and legal	For:	Board of County Commissioners of Escambia County Grover C. Robinson, IV, Chairman	
Date: 4/14	TU		diover of mobilison, iv, ontainian	
ATTES	T: PAM CHILDERS Clerk of the Circuit Co	urt	Date Executed:	
Ву:	Deputy Clerk		BCC Approved:	
	SEAL)	Ku	ecipient(s): the January E. Jernigan, Property Owner	
	OF FLORIDA Y OF ESCAMBIA			
The foregoing instrument was acknowledged before me this 15 day of, 2016 by Ruth E. Jernigan, Property Owner. She () is personally known to me or () has produced as identification.				
		SR	Signature of Notary Public	
(Notary	Seal)		Printed Name of Notary Public	

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address:

Ruth E. Jernigan 2612 West Blount Street, Pensacola, Florida, 32505

The "Project" includes the following improvement to the above referenced property:

New Roof Installation.

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Ruth E. Jernigan

Address of Property
2612 West Blount Street
Pensacola, FL 32505

Property Reference No. **33-2S-30-2000-160-001**

Total Amount of Lien

\$2,137

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

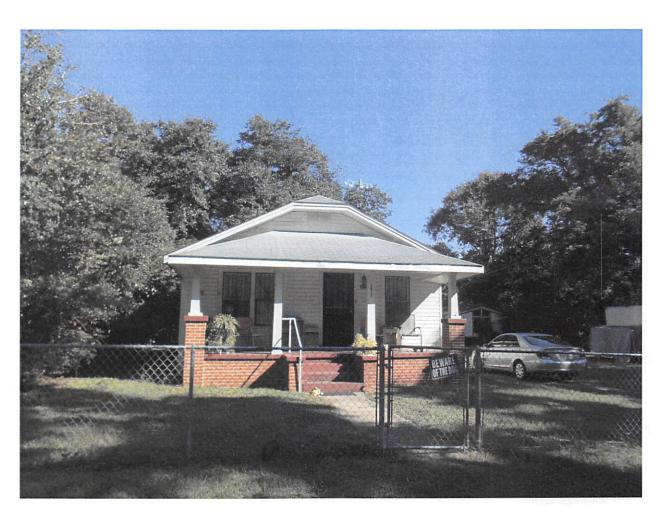
	nuui	L. Jernigan, Property owner
STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was a company of the second control of the secon	acknowl E. Jerni X. 7/	edged before me this 154 day of gan, Property Owner. She (_) is personally as identification.
(Notary Seal)	2	Signature of Notary Public Sherry Duffey Printed Name of Notary Public
SHERRY A DUFFEY MY COMMUNIC 102 2753 EXPIRES 2019 COMMUNICATION # FF942753 APIRES December 10, 2019 FlorideNoteryService com	For:	Board of County Commissioners of Escambia County Grover C. Robinson, IV, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed:

For Recipient(s):

This instrument prepared by: Sherry Duffey, MS, Development Program Manager Neighborhood and Human Services Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.

By/Title:



New Roof Installation

2612 W. Blount St. – Ruth E. Jernigan

THIS FUNDING AGREEMENT is made and entered into this <u>18th</u> day of <u>August 2016</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Helen Hartung</u>, (the "Recipient"), owner of residential property located at <u>320 East Winthrop Avenue</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$2,112, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of **\$2,112**, which shall be comprised of a cash contribution of **\$2,112**.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>August 2016</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>November 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Helen Hartung
320 East Winthrop Avenue
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form a	nd legal	For:	Board of County Commissioners of Escambia County
By/Title Date:	ACA	Ву:	Grover C. Robinson, IV, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
Ву:		_	BCC Approved:
Depu	ity Clerk		
(SEA	L)		ecipient:
		For R	ecipient:
		Halan	Howard Bronorty Owner
		Helen	Hartung, Property Owner
STATE OF F			
	F ESCAMBIA		12 H2
_	, 2016 by Helen Ha	artung, I	ed before me this day of roperty Owner. She is personally known
to me or (_) has produced		as identification.
(Notary Sea	MAXWELL ROGERS Commission # FF 77771	w	Signature of Notary Public
OF T	My Commission Expires December 18, 2017		Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address:

Helen Hartung 320 East Winthrop Avenue, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Install new windows.

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name
Helen Hartung

Address of Property

320 East Winthrop Avenue
Pensacola, FL 32507

Property Reference No. **50-2S-30-7050-003-001**

Total Amount of Lien

\$2,112

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

		For R	ecipient:	
		Q	Sele/Van	
		Heler	Hartung, Property Owner	
STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknown, 2016 by Helen Hair to me or () has produced MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017		artung, I	owledged before me this day of rtung, Property Owner. She () is personally known as identification. Signature of Notary Public Printed Name of Notary Public	
		For:	Board of County Commissioners of Escambia County	
		Ву: _	Grover C. Robinson, IV, Chairman	
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed:	
			Approved as to form and legal sufficiency	

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

By/Title:



Install new windows

320 East Winthrop Avenue – Helen Hartung

THIS FUNDING AGREEMENT is made and entered into this <u>18th</u> day of <u>August 2016</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Erin P. Dooley</u>, (the "Recipient"), owner of residential property located at <u>506 East Sunset Avenue</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

- 1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$4,500, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$4,500</u>, which shall be comprised of a cash contribution of <u>\$4,500</u>.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>August 2016</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>November 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. Maintenance of Records: The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119. Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- Audit: The County or the Clerk of the Circuit Court/Finance Division may audit or review 15. any and all records or documents pertaining to this Agreement at any time.
- Amendments: Any amendments to this Agreement shall be in writing executed by both 16. parties with the same formalities as this Agreement.
- 17. Notice: Any notices to the County shall be mailed to:

County: Max Rogers, AICP Development Program Manager Community & Environment Department Community Redevelopment Agency 221 Palafox Place Pensacola, Florida 32502

Recipient: Erin P. Dooley 506 East Sunset Avenue

Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- No Discrimination: The Recipient shall ensure that this Agreement is performed and 18. executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- Entire Agreement: This Agreement contains the entire agreement between the parties 19. and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, 20. or regulations.
- This Agreement is executed in Escambia County, Florida, and performance and 21. interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

	as to form and l	egal	For:	Board of County Commissioners of Escambia County
By/Title:	Alpho	9df	Ву:	Grover C. Robinson, IV, Chairman
Date:	ATTEST:	PAM CHILDERS		
		Clerk of the Circuit Court		Date Executed:
	Ву:		_	BCC Approved:
	Deput	y Clerk		
	(SEAL	-)	Eris	ecipient: Dooley, Property Owner
	STATE OF F			
	7	pregoing instrument was acknowledge of the produced and t	ooley, F	Property Owner. She () is personally known
		MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017	w	Signature of Notary Public AXMEDIA DO GENERAL Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Property Address: Erin P. Dooley

506 East Sunset Avenue, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Replace roof.

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name Erin P. Dooley

Address of Property

<u>506 East Sunset Avenue</u>

Pensacola, FL 32507

Property Reference No. **50-2S-30-7050-470-009**

Total Amount of Lien

\$4,500

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

		Erin F	P. Dooley, Property Owner
COUNTY	F FLORIDA OF ESCAMBIA		
_	foregoing instrument was acknowled for the produced for t	ooley, F	ed before me this day of Property Owner. She () is personally known as identification.
		1	Signature of Notary Public
(Notary Se	MAYWELL ROGERS	N	Printed Name of Notary Public
8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Commission # FF 77771 My Commission Expires December 18, 2017	For:	Board of County Commissioners of Escambia County
		Ву: _	Grover C. Robinson, IV, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed: BCC Approved: Approved as to form and leg
			sufficiency 2

For Recipient:
Crin P. Nooliy

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Replace roof

506 East Sunset Avenue – Erin P. Dooley

THIS FUNDING AGREEMENT is made and entered into this <u>18th</u> day of <u>August 2016</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Richard O. and Susan D. B. Edmonston</u>, (the "Recipient(s)"), owner of residential property located at <u>213 Northwest Syrcle Drive</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

- 1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$2,298, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$2,298, which shall be comprised of a cash contribution of \$2,298.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>August 2016</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>November 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:

Max Rogers, AICP, Dev. Program Mgr. Neighborhood & Human Services Dept.

Community Redevelopment Agency 221 Palafox Place

Pensacola, Florida 32502

Recipient(s):

Richard O. and Susan D. B. Edmonston

213 Northwest Syrcle Drive Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form a	nd legal		Board of County Commissioners of Escambia County
Bufficiency. By/Title: 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	PAM CHILDERS	Бу	Grover C. Robinson, IV, Chairman
ATTEST.	Clerk of the Circuit Court		Date Executed:
Ву: Depu	ity Clerk	_	BCC Approved:
(SEA	L)	Richa	rd O. Edmonston, Property Owner D. B. Edmonston, Property Owner
STATE OF F	EESCAMBIA		of
The t	foregoing instrument was ackn	owledge O. Edmo	ed before me this day of onston, Property Owner. He () is personally as identification.
The foregoin	ig instrument was acknowledge , 2016 by Susan D	ed befor . B. Edn	re me this day of nonston, Property Owner. She (🚄) is
personally k		iced	as identification. Signature of Notary Public
(No artista	MAXWELL ROGERS Commission # FF 77771 My Commission Expires	m	Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Richard O. and Susan D. B. Edmonston

Property Owner(s): Property Address: 213 Northwest Syrcle Drive, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection and storm shutter installation.

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Richard O. Edmonston and
Susan D. B. Edmonston

Address of Property
213 Northwest Syrcle Drive
Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-226-012**

Total Amount of Lien

\$2,298

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

		7	D. B. Edmonston, Property Owner
The foregoin	escambla oregoing instrument was a or () has produced or () has produced ng instrument was acknowled, 2016 by Susan	wledge D. B.	edged before me this day of onston, Property Owner. He (_1) is personally as identification. d before me this day of Edmonston, Property Owner. She (is as identification.
(Notary Seal)	MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017		Signature of Notary Public Was a Color of Society Printed Name of Notary Public Board of County Commissioners of Escambia County Grover C. Robinson, IV, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed:
This instrument prepared by: Max Rogers, AICP, Development Program Manager Neighborhood and Human Services Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502			Approved as to form and legal sufficiency.

For Recipient(s):



Sanitary sewer connection & storm shutter installation

213 Northwest Syrcle Drive – Richard O. and Susan D. B.

Edmonston

THIS FUNDING AGREEMENT is made and entered into this <u>18th</u> day of <u>August 2016</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>James F. Irby, IV</u>, (the "Recipient"), owner of residential property located at <u>220 Bryant Road</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

- 1. <u>Recitals:</u> The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$1,361, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$1,361, which shall be comprised of a cash contribution of \$1,361.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>August 2016</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>November 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. <u>Notice:</u> Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
James F. Irby, IV
220 Bryant Road
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

	ed as to form and	l legal	For:	Board of County Commissioners of Escambia County
sufficien	cy. 1 Lu Oul	ch	Bv:	
By/Title: Date:	7/3/16		-, <u>-</u>	Grover C. Robinson, IV, Chairman
	ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
	Ву:	y Clerk		BCC Approved:
	Deput	ty Clerk		
	(SEAI	_)		ecipient: Ames F. Irly IV F. Irby, IV, Property Owner
	STATE OF F			
		oregoing instrument was ackn y , 2016 by James F or () has produced FL	. IIDy, iv	ed before me this day of /, Property Owner. He () is personally as identification.
	No A Soll C	MAXWELL ROGERS ommission # FF 77771 ty Commission Expires		Signature of Notary Public Printed Name of Notary Public

December 18, 2017

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

James F. Irby, IV

Property Owner(s): Property Address: 220 Bryant Road, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Sanitary sewer connection.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name

James F. Irby, IV

Address of Property

220 Bryant Road

Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-241-012**

Total Amount of Lien

\$1,361

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

		F. Irby, IV, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA		
The foregoing instrument was ackn , 2016 by James F known to me or () has produced	Drive 	Signature of Notary Public
(Notary Seal)	a	ADJOELL ROGERS
MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017	For:	Printed Name of Notary Public Board of County Commissioners of Escambia County
	Ву: _	Grover C. Robinson, IV, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed:

Approved as to form and legal sufficiency.

By/Titles

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502



Sanitary sewer connection

220 Bryant Road – James F. Irby, IV

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this <u>18th</u> day of <u>August 2016</u>, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and <u>Karen D. Taylor</u>, (the "Recipient"), owner of residential property located at <u>219 Syrcle Drive</u>, Pensacola, Florida, <u>32507</u>.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. Residential Rehab Grant Program: The CRA awards to the Recipient a matching Grant in the maximum amount of \$5,317, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of \$5,317, which shall be comprised of a cash contribution of \$5,317.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>August 2016</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>November 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient
 accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by
 the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The
 Recipient shall provide the CRA with a minimum of three written price quotes for each item to be
 purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods,
 services, or equipment, and the liability for payment in such instances shall be the responsibility
 of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient
 submits vendor invoices, copy of signed permit, proof of payment, and other documentation as
 may be required by the CRA. Final determination regarding the acceptability of supporting
 documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall
 provide the CRA with the names and signatures of all persons designated by Recipient to
 purchase goods, services, and equipment for the Project and the CRA shall not be obligated to
 disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- 17. Notice: Any notices to the County shall be mailed to:

County:
Max Rogers, AICP
Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Karen D. Taylor
219 Syrcle Drive
Pensacola, FL 32507

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form and legal	For:	Board of County Commissioners of Escambia County
By/Title: 4 HUW HCA Date: 7/15/1(p	Ву:	Grover C. Robinson, IV, Chairman
ATTEST: PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By: Deputy Clerk	_	BCC Approved:
(SEAL)	For Re	D. Taylor, Property Owner
STATE OF FLORIDA COUNTY OF ESCAMBIA		1 T FL
The foregoing instrument was acknown to me or () has produced	owledge Taylor,	d before me this day of Property Owner. She () is personally as identification.
MAXWELL ROGERS Commission # FF 77771 My Commission Expires December 18, 2017		Signature of Notary Public AXWELL PO 6 EN S Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Karen D. Taylor

Property Address: 219 Syrcle Drive, Pensacola, Florida, 32507

The "Project" includes the following improvement to the above referenced property:

Electrical rewiring and sanitary sewer connection.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name Karen D. Taylor

Address of Property

219 Syrcle Drive

Pensacola, FL 32507

Property Reference No. **50-2S-30-6090-223-012**

Total Amount of Lien

\$5,317

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

		Xa	D. Taylor, Property Owner
STATE OF FI COUNTY OF	ESCAMBIA		1 - 1A-
known to me	maxwell Rogers Commission # FF 77771 My Commission Expires December 18, 2017	Dave	A day of Property Owner. She () is personally as identification. Signature of Notary Public Printed Name of Notary Public Board of County Commissioners of
		Ву: _	Escambia County Grover C. Robinson, IV, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court By: Deputy Clerk		Date Executed:

This instrument prepared by:
Max Rogers, AICP, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Approved as to form and legal sufficiency.



Electrical rewiring and sanitary sewer connection 219 Syrcle Drive – Karen D. Taylor

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this 18th day of August, 2016, by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and Robert Pollak and Stephanie Schowalter, (the "Recipient(s)"), owner of residential property located at 3719 Idlewood Drive, Pensacola, Florida, 32505.

WITNESSETH:

WHEREAS, the CRA has established the Residential Rehab Grant Program (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient have applied for a grant to fund the project described in EXHIBIT I of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

- **NOW, THEREFORE**, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:
- 1. Recitals: The above recitals are incorporated into this Agreement.
- 2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of \$5,231, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.
- 3. <u>In-Kind Match:</u> The Recipient shall provide matching funds in the total amount of <u>\$5,231</u>, which shall be comprised of a cash contribution of <u>\$5,231</u>.
- 4. <u>Project:</u> The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.
- 5. <u>Term:</u> The work to be performed for the Project shall commence after the <u>18th</u> day of <u>August, 2016</u>, and the Project shall be complete on or before the <u>18th</u> day of <u>November, 2016</u>, (the "Termination Date"). In the event that the Project will not be completed by the Termination Date, the Recipient shall submit a written request for an extension to the CRA at least (30) days prior to the Termination Date. The CRA, in its sole discretion, may grant the extension. However, the CRA's agreement to grant an extension shall not constitute a waiver of any of the other terms or provisions of this Agreement.
- 6. <u>Applicable Laws:</u> The Recipient must comply with all applicable federal, state, and local laws, and shall, at his expense, secure and pay for all permits and be responsible for all other fees or charges associated with the performance of the Project or any other activities under this Agreement.

- 7. <u>Indemnification:</u> The Recipient shall indemnify, defend, and hold harmless the CRA, including its elected officials, Board members, agents and employees, from and against all claims, suits, actions, damages, losses, and expenses, including but not limited to attorney's fees and costs, arising out of or resulting from this Agreement, the Project, or any other activities under this Agreement.
- 8. <u>Termination:</u> The CRA shall have the right to terminate this Agreement for convenience or in the event of a breach of any of its terms and provisions. A breach shall include, but not be limited to, failure to meet the match requirements described in paragraph 3; failure to begin work and progress along the schedule in the time and manner specified in paragraph 5; failure to obtain approval of any Project modifications; or failure to obtain Project time extensions. If a Project is terminated, and the Project is located on public property or right-of-way, the CRA reserves the right to remove or require the Recipient to remove any or all portions of the Project or claim as its own and use it deems fit, any improvements or materials remaining on the Project site.
- 9. <u>Notice of Termination:</u> Upon the CRA's determination that the Recipient has breached any term or provision of the Agreement, the CRA shall provide the Recipient with written notice of the breach and the required corrective action. This Agreement shall terminate automatically if the Recipient fails to remedy the breach to the CRA's satisfaction within fifteen (15) days of the Recipient's receipt of the written notice.
- 10. <u>Subsequent to Termination:</u> The CRA shall provide the Recipient a certified letter confirming termination of the Agreement. Within thirty (30) days of receipt of the termination letter, the Recipient shall submit a cashier's check to the County for the total amount of grant funds disbursed under this Agreement.
- 11. <u>Property Owner(s) as Independent Contractor:</u> The parties agree that the Recipient is an independent contractor and is not employee or agent of the CRA.
- 12. <u>Inspector:</u> The Escambia County CRA, or other County officials as may be duly authorized by the CRA, reserves the right to place inspectors at the work site in order to ensure proper expenditure of the grant funds provided under this Agreement. The CRA does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the CRA shall not act in a supervisory capacity during the course of the Project.
- 13. Payment Process: At Project completion, the CRA will reimburse the Recipient for preapproved eligible Project costs that are incurred during the course of the Project. The Recipient accepts sole responsibility for ensuring that all Project expenses are reviewed and approved by the CRA prior to Recipient authorizing delivery of the goods, services, or equipment. The Recipient shall provide the CRA with a minimum of three written price quotes for each item to be purchased. The CRA shall not be obligated to disburse Grant funds for any unauthorized goods, services, or equipment, and the liability for payment in such instances shall be the responsibility of the Recipient. The CRA shall not be obligated to disburse Grant funds until the Recipient submits vendor invoices, copy of signed permit, proof of payment, and other documentation as may be required by the CRA. Final determination regarding the acceptability of supporting documentation shall rest with the Clerk of the Circuit Court/Finance Division. The Recipient shall provide the CRA with the names and signatures of all persons designated by Recipient to purchase goods, services, and equipment for the Project and the CRA shall not be obligated to disburse Grant funds to persons not previously designated by the Recipient.

- 14. <u>Maintenance of Records:</u> The Recipient shall maintain written records and accounts documenting all expenditures related to the Project. The Recipient shall maintain all documents for a minimum period of three (3) years from the date of final completion of the Project, or until final resolution of matters involving any questioned costs, audit concerns, or related matters. The Recipient acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event that the Recipient fails to abide by the provisions of Chapter 119, Florida Statutes, the CRA may terminate this Agreement. In such case, the Recipient shall not be entitled to receive any further disbursement or benefit associated with this Agreement.
- 15. <u>Audit:</u> The County or the Clerk of the Circuit Court/Finance Division may audit or review any and all records or documents pertaining to this Agreement at any time.
- 16. <u>Amendments:</u> Any amendments to this Agreement shall be in writing executed by both parties with the same formalities as this Agreement.
- Notice: Any notices to the County shall be mailed to: County:
 Sherry Duffey, MS, Development Program Manager
 Neighborhood & Human Services Department
 Community Redevelopment Agency
 221 Palafox Place

Pensacola, Florida 32502

Recipient(s):
Robert Pollak and Stephanie
Schowalter
3719 Idewood Drive
Pensacola, FL 32505

All notices shall be sent by certified mail, return receipt requested.

- 18. <u>No Discrimination:</u> The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.
- 19. <u>Entire Agreement:</u> This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.
- 20. <u>No Waiver:</u> This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.
- 21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.
- 22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

- 23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.
- 24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.
- 25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

Approved as to form sufficiency. By/Title: 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	and legal	For:	Board of County Commissioners of Escambia County Grover C. Robinson, IV, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
By: Deput	y Clerk	_	BCC Approved:
(SEAL	-)	Rober	ecipient(s): The Pollak, Property Owner Solution of the Policy of the
STATE OF F	ESCAMBIA		
me or (V)	oregoing instrument was acknowledge of the common produced FL DC Fig. 3	owledge ollak, Pi 3 <i> 21/2</i> 2	ed before me this 15 [†] day of coperty Owner. He () is personally known to as identification.
known to me	or (<u>V</u>) has produced <u>FL</u>	e Schov	e me this day of valter, Property Owner. She () is personally value, as identification. Signature of Notary Public Printed Name of Notary Public

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): Robert Pollak and Stephanie Schowalter

Property Address: 3719 Idlewood Drive, Pensacola, Florida, 32505

The "Project" includes the following improvement to the above referenced property:

First time Central Heating and Air Conditioning Installation/Window Replacement and Storm Shutter Installation.

Escambia County Community Redevelopment Agency Residential Rehab Grant Program

Administered By: Escambia County Community & Environment Department Community Redevelopment Agency

Lien Agreement

Applicant Name(s)
Robert Pollak and
Stpehanie Schowalter

Address of Property 3719 Idlewood Drive Pensacola, FL 32505 Property Reference No. **38-2S30-1106-000-000**

Total Amount of Lien

<u>\$5,231</u>

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program**, and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

		For R	Recipient(s):
		Robe	rt Pollak, Property Owner
		Steph	nanie Schowalter, Property Owner
STATE OF I	FLORIDA F ESCAMBIA		
The me or (V)	foregoing instrument was a 2016 by Robert Fhas produced FLDL 3/29	acknowl Pollak, F / 2 2	edged before me this day of Property Owner. He () is personally known to _ as identification.
The forego	oing instrument was ackn , 2016 by Stephan or () has produced #C	owledge nie Scho	day of walter, Property Owner. She () is personally as identification.
(Notary Sea	.l)		Signature of Notary Public Sherry Duffer Printed Name of Notary Public
MY	HERRY A DUFFEY COMMISSION # FF942753 PRES December 10, 2019 FloridaNotaryService com	For:	Board of County Commissioners of Escambia County
		Ву: _	Grover C. Robinson, IV, Chairman
ATTEST:	PAM CHILDERS Clerk of the Circuit Court		Date Executed:
	By: Deputy Clerk		
This instrumen	t prepared by:		Approved as to form and le

This instrument prepared by: Sherry Duffey, MS, Development Program Manager Neighborhood and Human Services Department Community Redevelopment Agency 221 Palafox Place, Pensacola, FL 32502



First Time Central Heating and Air
Conditioning Installation, Window
Replacement and Storm Shutter Installation
3719 Idlewood Drive-Robert Pollack and
Stephanie Schowalter



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10692 County Administrator's Report 11. 7. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Recommendation Concerning the Escambia County School District

Use of School Facilities Agreement

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Agreements for the County's Use of School Facilities - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Use of School Facilities Agreement with Addendum for the Escambia Cares Community Resource Expo Event scheduled for September 24, 2016, at C. A. Weis Elementary School and the use of a form Agreement with Addendum, executed by the County Administrator or his designee for all future uses of school facilities by the County:

- A. Approve the Use of School Facilities Agreement with Addendum for the Escambia Cares event scheduled for September 24, 2016, at C. A. Weis Elementary School;
- B. Authorize the Chairman to sign the Agreement with Addendum (the only signature required is on the last page of the Addendum);
- C. Approve the use of a form Agreement substantially in the form of the Use of School Facilities Agreement Form with Addendum for all future uses of Escambia County school facilities by the County; and
- D. Authorize the County Administrator or his designee to execute such form Agreement for all future uses of school facilities by the County (the only signature required is on the last page of the Addendum).

BACKGROUND:

The Board approved sponsoring the Escambia Cares Community Resources Expo for the spring, summer, fall and winter for 2016 during the November 5, 2015 Board Meeting.

The objective of the Escambia Cares Community Resource Expo is to provide public service outreach and citizen access to local County services while maximizing agency

collaboration and impact with outside agencies. County departments will partner and collaborate with various outside agencies and departments to bring services and resources to the residents of Escambia County. The fall event will feature community resource informational areas, presentations by local providers, County presentations, free and/or low cost on-site services, free food, beverages, music, entertainment, and children's activities (kid's corner).

The fall event is scheduled for Saturday, September 24, 2016 from 11:00 a.m. to 2:00 p.m. at the C.A. Weis Elementary School. The Use of School Facilities Agreement for this event is attached.

To facilitate the County's use of the Escambia County school facilities in the future, approving the use of a form agreement substantially in the form of the Use of School Facilities Agreement Form with Addendum and authorizing the County Administrator or his designee to execute the form agreement would enable the County to use school facilities with properly authorized contractual authority without necessitating Board approval for each such school use. The only signature required is on the last page of the Addendum.

BUDGETARY IMPACT:

Funding for the Escambia Cares Community Resource Expo Event will be provided through Fund 151, Englewood CRA, Cost Center 370117 and Fund 101, Safe Neighborhood, Cost Center 370104 not to exceed \$3,000. There is no cost to use C. A. Weis Elementary School.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has approved the Use of School Facilities Agreement and the Use of School Facilities Agreement Form as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services Department, in coordination with various County Departments, will provide organization and implementation of the Escambia Cares event.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required and has been obtained for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

Neighborhood & Human Services, along with other County departments ,will coordinate and implement the Escambia Cares event.

USE OF SCHOOL FACILITIES AGREEMENT

THIS AGREEMENT by and between THE SCHOOL BOARD OF ESCAMBIA

Florida	, a po	(Name of Organization/Group/Person) litical subdivision of the State of Florida	3.0
of 221	Palaf	fox Place	8
	or Post	Office Address)	
Pen	sacol	a, Florida 32502	
City)	- 11	(State) (Zip Code)	
Whose te	lephor	ne number is(850) 595-4970(hereinafter "USER").	
		WITNESSETH:	
i. 1	THE S	CHOOL BOARD SHALL:	
, A	١.	Permit the USER to use the following facility(ies) designated as	
		Auditorium . at C.A. Weis Elementary School	ol
1940		(Class Room #/Cafeteria/Gym/Auditorium/Other) (School)	
		to be used on September 24, 2016	
3		for the purpose ofEscambiaCares Community Resourse	
		Expo Event	
E	3.	Furnish electricity/light/water/restrooms for ordinary purposes but for no other	
		purpose; interruptions, delays or failure in furnishing any of these shall not give	
		USER any right to or claim for damages resulting thereof.	
C	C.	Charge USER a fee for the use of the designated facility(ies) unless waived or	
		adjusted by the Superintendent. This fee shall befor each time	
		the facility(ies) is(are) used.	1
ľ).	Provide USER with District employee(s) and charge USER for District	
		employee(s) to serve as event system/facility resource expert, or other functions	

as determined by the principal.

Designated Employee	Position	Hourly Rate	Benefits (FICA/Retirement		
		1.7%			

2. THE USER SHALL:

- A. Abide by all Conditions, Restrictions, and Activities Prohibited requirements of attached School Board Rule 6Gx17-5.06.
- B. Indemnify, defend and hold the SCHOOL BOARD, its agents and employees harmless from and against any claim or liability for damage or injury to property or persons, including death, which may arise or accrue by reason of USER'S, its agents, servants, employees, guests or invitees use of the facility(ies) or property of the SCHOOL BOARD and, further, assume full responsibility for the character, acts and conducts of all persons admitted to the facility(ies) or property of the SCHOOL BOARD by the consent or knowledge of the USER, its agents, servants, employees, guests, and invitees.
- C. Comply with all applicable provisions of law and SCHOOL BOARD rules, as amended.
- D. Pay all fees and costs by check or money order to the above-named school no later than forty-eight hours prior to the scheduled event.
- E. Any USER not paying charges when due shall not be permitted to use SCHOOL BOARD facility(ies) in the future until all delinquent charges are paid.

- 3. As the activities of the above-named School and SCHOOL BOARD have first priority of use of the designated facility(ies), the SCHOOL BOARD reserves the right to alter USER'S scheduled use of the designated facility(ies) and will attempt to reasonably notify the USER in advance.
- When schools are closed due to inclement weather, all scheduled building activities and outdoor facility use will be cancelled.

WITNESSETH:

The SCHOOL BOARD and USER grant to the other and reserve unto themselves the right to terminate this Agreement, with or without cause, by giving not less than thirty (30) days written notice to the other, at any time notwithstanding anything to the contrary herein. The USER may terminate its right to occupy the facility(ies) without terminating the USER'S obligation to indemnify the SCHOOL BOARD in accordance with paragraph 2(B) above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ______

	IN WITNES	S WHE	REOF, the	e parties here	to have execu	ated this	Agreeme	ent this	 48	
day of		20								. 1
any or			- '							
	*				8 2*				***	
CHO	OL BOARD	OF ESC	AMBIA C	OUNTY, F	LORIDA					
By:										
-5.	Superintender	nt, as Se	cretary to the	he School Bo	pard		*			
JSER										
										
Зу;	NAVO CARACTE CONTRACTOR OF THE		***********	-						
					6.0					
Title:	10 mm		17.							

5.06 NON-SCHOOL USE OF EDUCATIONAL FACILITIES

(1) USE OF EDUCATIONAL FACILITIES AND GROUNDS

- (a) Pursuant to the terms and conditions of this rule, the School Board permits the use of educational facilities (including grounds) by eligible non-school groups during non-school hours for any legal assembly, for community use centers, and, at other times for polling places in any general, primary, or special election. Such non-school use of educational facilities and grounds shall only take place after the execution and delivery of the then most current edition of the standardized School Board Use of School Facilities Agreement. Rules set forth in this section shall not apply to long-term facilities use established under other provisions such as a tenant lease agreement.
- (b) "USE OF SCHOOL FACILITIES AGREEMENTS" are obtained at the building Principal's office and must be filed at least thirty (30) days before the proposed date of use. Facility use may also be requested through the Superintendent's Office by calling 469-6131. A facility use agreement must be completed and approved for each event scheduled during or after the normal school day, weekends, days when school is not in session, holidays, and during the summer months. When schools are closed due to inclement weather, all scheduled building activities and outdoor facility use are cancelled. Consult a radio, TV, or the District website www.escambia.k12.fl.us for notification of cancellation.
- (c) The principal will recommend approval or denial in writing to the Superintendent, who will review the principal's recommendation and issue a notice of approval or denial to the applicant. A notice of denial shall contain a notification of the applicant's appellate rights. The Superintendent may deny an application for rental only:
- T. If an applicant is ineligible under this rule pursuant to the provisions of Section (4) Classification of Users; Section (6) Restrictions on Use of Educational Facilities and Grounds; Section (7) Use of Educational Facilities by Religious Groups; or Section (8) Activities Prohibited;
- 2. For prior nonpayment for use of facilities; and/or
- 3. For prior use that resulted in damage to a District facility.
- (d) The applicant may appeal the Superintendent's denial to the School Board at its next regular meeting provided the agenda requirements of Rule 6Gx17-1.06 are met. An applicant's failure to appeal the Superintendent's denial at the next regular meeting of the School Board will constitute a waiver of the applicant's appellate rights and will render the Superintendent's decision final.
- (e) Notification of cancellation must be submitted to the Facility Scheduler (Principal or building Administrator) at least forty-eight (48) hours before the scheduled time of use, or the full rental fee and personnel fees will be charged.

(f) As the activities of the above-mentioned School and the School Board have first priority of use of the designated facility(ies), the School Board reserves the right to alter user's scheduled use of the designated facility(ies) and will notify or reasonably attempt to notify the user in advance.

(2) SCHOOL BOARD NOTIFICATION

Upon approval of use, a copy of the USE OF SCHOOL FACILITIES AGREEMENT shall be forwarded to the School Board office and retained until the completion of the usage period.

(3) CONDITIONS FOR USE

The following conditions shall be observed:

- (a) Certificates of insurance, naming the School District of Escambia County as additional insured, may be requested for liability protection or any other type of insurance as the School Board deems necessary. The certificates of insurance must be on file with the School District of Escambia County five (5) days prior to the date of use.
- (b) An appropriate regular school employee, custodian, lifeguard, and/or supervisor designated by the principal shall be on duty at all times when educational facilities or grounds are being used by an eligible non-school group. The district employee designee and the designee's hourly rate of pay shall be included in the Use of School Facilities Agreement.
- (c) No classroom may be used during school hours by an eligible non-school group other than a school-sponsored organization. No activities incompatible with the instructional purposes and directly related activities of the school district will be allowed during normal school hours.
- (d) Decorations are permitted only with approval of the principal or building administrator. Only materials acceptable to the fire marshal may be used.
- (e) Under no circumstances are any materials to be used on floors or other parts of the building without the approval of the school district employee on duty,
- (f) Smoking in a school building is strictly prohibited.
- (g) Alcoholic beverages, gambling devices or illegal substances of any kind are not permitted on school property. Anyone who appears to be under the influence of alcohol will be denied access to a school facility.
- (h) Responsible representatives of a user shall be present at all times a facility is in use. Any necessary security, including uniformed law enforcement officers, shall be provided by and at the expense of the user. The number of representatives, the security measures and the number of uniformed law enforcement officers to be utilized during a particular

use of a facility shall be within the discretion of the school principal or other administrator of the facility being utilized.

- (i) Guns, weapons or guard dogs are not allowed in any school building or on any school property without prior written permission from the Superintendent/designee. (Governmental law enforcement officers are exempt; private security guards are not exempt.)
- (j) Fire doors, fire protection apparatus, or means of egress will not be blocked or tampered with.
- (k) To protect the community's investment, the District requires the following:
 - Return furniture to original locations
 - Leave school writing on white/chalk boards undisturbed
 - Erase whiteboards if vacant sections are used
 - · Be respectful of a teacher's desk and materials
 - Materials and equipment in the area should be left undamaged
 - · Clean up the area after use, including table tops and floors
 - · Close windows and turn off lights upon leaving
 - · Place all waste in the proper receptacle
- (1) If an accident happens, and damage occurs, it must be reported promptly to the custodian or District employee on duty. Users are held responsible for damage.
- (m) Groups are responsible for providing all supplies and materials necessary.
- (n) In case of medical or other emergency situations, please notify the custodian or school district employee on duty who will take a report of the incident.

(4) CLASSIFICATION OF USERS

(a) All users of educational facilities, other than school-sponsored organizations, shall pay fees as outlined in Section 5 of this rule. Users are divided into three groups for the purpose of assessing fees.

1. Group A (Non-Profit)

Any organized non-profit group or organization within the school district whose purpose is directly connected to the school district or community --- examples are:

Parent Teacher Organizations

School Parent Groups

School Committees

Athletic Boosters

Band Boosters

Municipal/Government Agencies

2. Group B (Discounted Organizations)

Any community group or organization that has an affiliation with Escambia Schools --- examples are:

Boy Scouts

Girl Scouts

AAU Basketball Groups

Homeowners Associations

Neighborhood Groups (informal)

Churches/Religious Education

Charitable Organizations - to qualify 501(c)3 paperwork must be on file.

3. Group C (General Users)

Any group, including commercial or profit-making organizations, or individuals offering services for profit.

(5) Fees and Rate Schedule

- (a) Hourly rental fees for buildings and daily rental fees for outdoor facilities and stadiums will be charged to all users at the established rates for the given year.
- (b) The hourly/daily schedule of fees for use of educational facilities and grounds is for normal use. Should any excessive wear or abuse occur, extra charges shall be assessed. All fees shall be promptly remitted in advance to the school's internal funds accounts. All checks shall be made payable to the school.
- (c) In addition to the schedule of hourly and/or daily fees, the user shall pay directly to the school any additional costs incurred by the school in providing the requested facility including, but not limited to costs incurred in connection with providing appropriate staff.
- (d) The fees to be charged are as follows:

797g	Building Hourly Rental!Fees										
	Elementary Schools			Mi	ddle Scho	ools	F	ligh Scho	ols		
User Classification	Group*	Group B	Group G	Group A	Group B.	Group C	Group A	Group B	Group C		
Classroom	N/C	\$6	\$ 12	N/C	\$6	\$ 12	N/C	\$7	\$15		
Gym	N/C		-	N/C	\$13	\$25	N/C	\$15	\$30		
Cafeteria/Commons	N/C	\$7	\$15	N/C	\$7	\$15	N/C	\$10	\$20		
Pool	N/C			N/C			N/C	\$125 per day \$70 for ½ day	\$150 per day \$75 for ½ day		
High School Auditoriums (PHS, Washington)	N/C			N/C	-		N/C	\$175 four -hour session \$40 esch additional hour	\$350 four- hour session \$75 each additional hour		
N. B. Cook Auditorium	N/C	\$175 for four-hour session \$40 each additional hour	\$350 for four-hour period \$75 each additional hour	N/C			N/C				

	OUTDOOR FACILITIES Daily Rehtal Fees											
	Ele	mentary Sch	ools	Mic	dle Schö	ols	High Schools					
User Classification		Group B	Group C	Group A	Group B	Group C	Group A	to have been both and the	Group C			
Athletic Fields — Softball, Baseball, Soccer				N/C	\$50	\$100	N/C	\$75	\$150			
Track			1-	N/C	\$50	\$100	N/C	\$75	\$ 150			
Tennis Courts				N/C	\$50	\$100	N/C	\$75	\$150			
Parking Lot (Rate/Fee)			7.7	N/C	N/C	N/C	N/C	N/C	N/C			

	Elen	entary Sc	hools	Dai	STADIUN ly Rental ddle Scho	Fees	Î	ligh Scho	ils
User Classification Includes the use of	Group A		Group C			Group C		Group B	
the stadium equipment-Soccer goals, etc.				N/C	day for daytime use \$150 per day for evening use	daytime use \$300 per day for evening use	N/C	day for daytime use \$250 per day for evening use	tlay for daytime use \$500 per day for evening use

(e) Payment of Fees

- The applicant is responsible for payment of all charges associated with the group's use of facilities/sites. Payment in full is due 48 hours prior to the scheduled event. All payments shall be made to the school's internal fund.
- Any other special payment considerations must be submitted and approved by the Superintendent's Office.
- The Superintendent of Schools, Deputy Superintendent of Schools, and the Assistant Superintendent of Operations may negotiate contracts for large volume users to benefit the school district.

(f) Fiscal Accounting

A special fund for facilities rentals shall be maintained at each school through the internal accounts of the school. All fees and costs charged for the use of school facilities will be processed through this fund. Any significant balance of the fund may be used by the school for improvements and upkeep of the rented facilities.

(6) RESTRICTIONS ON USE OF EDUCATIONAL FACILITIES AND GROUNDS

- (a) Homemaking equipment shall only be used for educational purposes. A school organization wishing to use the equipment of a homemaking department shall:
- 1. Be sponsored by a teacher;
- 2. Be approved by the principal;
- 3. Use the equipment after school hours or when homemaking classes are not in session;
- 4. Schedule a time for the use of such equipment with the homemaking teacher who shall be present when equipment is used;
- 5. Furnish detergent when using washers;
- 6. Leave equipment and department clean and in good order.
- (b) The use of school lunch kitchens shall be restricted to Parent Teacher Associations or other school-affiliated groups. A regularly employed representative of the particular school lunch department shall be present during such use. Kitchens shall not be made available to any other organization.
- (c) The use of administrative and school computers, computer labs, networks, peripherals, and television broadcast equipment shall be restricted to educational institutions, District affiliated groups, and school affiliated groups. A regularly employed and appropriately trained representative of the District or school shall be present during such use. Administrative and school computers, computer labs, networks, peripherals, and television broadcast equipment shall not be made available to any other organization.
- (d) The user is not to use or operate any school equipment other than that specified in the contract.
- (e) School facilities shall not be used for dances except those sponsored by schools in the Escambia County Public School System.
- (f) The following rules shall apply to use of stadiums:
 - An event manager representing ECSD shall be present and has the authority to make decisions on its behalf.
 - Only molded cleats, screw in style football, soccer, lacrosse cleats, turf shoes, or sneakers-may-be-worn on the field.
 - No Gatorade/PowerAde or any other drink supplement can be consumed on the field as it will stain the turf.

- No gum, sunflower seeds, or any tobacco products may be used.
- (g) The following rules shall apply to use of a swimming pool:
 - Individuals or groups will not be allowed the use of a swimming pool without the service of qualified lifeguards and locker room attendants.
 - No underwater equipment shall be used except with the permission of the director of the swim program for the School District of Escambia County.
 - Persons using any swimming pool shall conform to the health regulations established by the Escambia County School District and as administered by the lifeguard or instructor.

(7) USE OF EDUCATIONAL FACILITIES BY RELIGIOUS GROUPS

- (a) When educational facilities are to be used by religious groups for special programs, all terms and conditions of this rule shall apply.
- (b) Use of educational facilities shall not be granted for religious services unless satisfactory evidence is presented that real property has been secured for a church facility and that plans are in preparation to build church facilities for the religious group.
- (c) Use of educational facilities for religious services shall not be granted for more than a period of six months.
- (d) Classrooms shall not be used by religious groups.

(8) ACTIVITIES PROHIBITED

- (a) Promotion of activities subversive to the laws of the United States or any subdivision thereof, or to overthrow the government of the United States, or supporting doctrines of violence, hatred, or discrimination is prohibited.
- (b) Any activity that may violate the canons of good morals, manners, or taste or be injurious to the buildings, grounds, or equipment is prohibited.
- (c) Commercial advertising is prohibited.
- (d) Sub-leasing or shared use is prohibited.

Statutory Authority: Sectio

Sections 1001.32; 1001.41; 1013.10, Florida Statutes.

Law Implemented:

Sections 1001.42; 1013.10, Florida Statutes.

History:

Revised: 9/24/91; 4/30/92; 5/16/00; 11/20/01; 05/20/03; 12/16/03; 08/15/06.

ADDENDUM TO THE USE OF SCHOOL FACILITIES AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

THIS ADDENDUM modifies the Agreement between Escambia County, Florida, a political subdivision of the State of Florida ("COUNTY" or "USER"), and the School Board of Escambia County, Florida ("SCHOOL BOARD").

WITNESSETH:

WHEREAS, COUNTY, through its Neighborhood and Human Services

Department, seeks to host an EscambiaCares event at the Weis Elementary School facility on September 24, 2016; and

WHEREAS, SCHOOL DISTRICT requires its facility users to execute its Use of School Facilities Agreement in the form represented by the Agreement to which this Addendum is attached; and

WHEREAS, COUNTY and SCHOOL DISTRICT agree to the COUNTY's use of the Weis Elementary School facility pursuant to the terms of the Agreement only as such terms are modified by this Addendum; and

WHEREAS, the Board of County Commissioners finds it is in the best interest of the health, safety, and welfare of the citizens of Escambia County to secure the Weis Elementary School for the EscambiaCares event on September 24, 2016, by entering into the Agreement as such Agreement is modified by this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements, the sufficiency and receipt of which are hereby acknowledged, COUNTY (as USER under the Agreement) and SCHOOL DISTRICT agree to amend the

Agreement as follows:

- Paragraph 2.A. of the Agreement is amended to read as follows:
- A. Abide by all Conditions, Restrictions, and Activities Prohibited requirements of attached School Board Rule 6Gx17-5.06, except for Paragraph (3)(a) of Rule 6Gx17-5.06, which does not apply to this Agreement and is hereby deleted in its entirety.
- Paragraph 2.B. of the Agreement is hereby deleted in its entirety.
- 3. The Escambia School District Risk Management Addendum (Regular) is hereby deleted in its entirety
- 4. The follow risk management and insurance provisions are hereby incorporated into the Agreement and shall be a part thereof:

4.1. LIABILITY FOR ACTS, OMISSIONS, AND NEGLIGENCE

The parties hereto, their respective elected officials, officers, and employees, shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. COUNTY, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against SCHOOL BOARD and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by COUNTY or SCHOOL BOARD and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Use of School Facilities Agreement.

4.2. INSURANCE

COUNTY maintains its general liability insurance on a self-insured basis. A letter of self-insured status from COUNTY shall be provided to SCHOOL BOARD upon SCHOOL BOARD's request therefor.

The parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Addendum shall remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same and SCHOOL BOARD by its authorized agent.

pproved as to form and legal ufficiency. y/Title: B. Elliz-W. ACA ate: 08.05.16	ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners. By: Grover C. Robinson, IV, Chairman
ATTEST:Pam Childers	Date:
Clerk of the Circuit Court	BCC Approved:
Ву:	
By: Deputy Clerk	
	SCHOOL BOARD: THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
	By: Superintendent, as Secretary to the School Board
	Date:
Witness	
Witness	

USE OF SCHOOL FACILITIES AGREEMENT

THIS AGREEMENT by and between THE SCHOOL BOARD OF ESCAMBIA

	(Name of Organization/Group/Person)	
of		
(Street or Pos	t Office Address)	
(City)	(State) (Zip Code)	
Whose telepho	one number is (hereinafter "USER").	
	WITNESSETH:	
i. The	SCHOOL BOARD SHALL:	
A.	Permit the USER to use the following facility(ies) designated as	
d .*	(Class Room #/Cafeterla/Gym/Auditorium/Other) at (School)	
	to be used on(Date(s))	
	for the purpose of	
В.	Furnish electricity/light/water/restrooms for ordinary purposes but for no other	
	purpose; interruptions, delays or failure in furnishing any of these shall not give	
	USER any right to or claim for damages resulting thereof.	
C.	Charge USER a fee for the use of the designated facility(ies) unless waived or	
	adjusted by the Superintendent. This fee shall be for each time	12 (2)
	the facility(ies) is(are) used.	•
D.	Provide USER with District employee(s) and charge USER for District	

as determined by the principal.

Designated Employee	Position	Hourly Rate	Benefits (FICA/Retirement)
	,	3 ⁷⁰ 8 2 2	
	0 9 2	6.1	

2. THE USER SHALL:

- A. Abide by all Conditions, Restrictions, and Activities Prohibited requirements of attached School Board Rule 6Gx17-5.06.
- B. Indemnify, defend and hold the SCHOOL BOARD, its agents and employees harmless from and against any claim or liability for damage or injury to property or persons, including death, which may arise or accrue by reason of USER'S, its agents, servants, employees, guests or invitees use of the facility(ies) or property of the SCHOOL BOARD and, further, assume full responsibility for the character, acts and conducts of all persons admitted to the facility(ies) or property of the SCHOOL BOARD by the consent or knowledge of the USER, its agents, servants, employees, guests, and invitees.
- C. Comply with all applicable provisions of law and SCHOOL BOARD rules, as amended.
- D. Pay all fees and costs by check or money order to the above-named school no later than forty-eight hours prior to the scheduled event.
- E. Any USER not paying charges when due shall not be permitted to use SCHOOL BOARD facility(ies) in the future until all delinquent charges are paid.

- 3. As the activities of the above-named School and SCHOOL BOARD have first priority of use of the designated facility(ies), the SCHOOL BOARD reserves the right to alter USER'S scheduled use of the designated facility(ies) and will attempt to reasonably notify the USER in advance.
- When schools are closed due to inclement weather, all scheduled building activities and outdoor facility use will be cancelled.

WITNESSETH:

The SCHOOL BOARD and USER grant to the other and reserve unto themselves the right to terminate this Agreement, with or without cause, by giving not less than thirty (30) days written notice to the other, at any time notwithstanding anything to the contrary herein. The USER may terminate its right to occupy the facility(ies) without terminating the USER'S obligation to indemnify the SCHOOL BOARD in accordance with paragraph 2(B) above.

	IN WITNESS WHEREOF, the parties hereto have ex	ecuted this Agreem	ent this			
day of	20					
SCHO	OL BOARD OF ESCAMBIA COUNTY, FLORIDA		3			
By:		_			0.8	
	Superintendent, as Secretary to the School Board			2.00		S
	100 May 100 Ma					•
USER						
By:						
Title:						

5.06 NON-SCHOOL USE OF EDUCATIONAL FACILITIES

(1) USE OF EDUCATIONAL FACILITIES AND GROUNDS

- (a) Pursuant to the terms and conditions of this rule, the School Board permits the use of educational facilities (including grounds) by eligible non-school groups during non-school hours for any legal assembly, for community use centers, and, at other times for polling places in any general, primary, or special election. Such non-school use of educational facilities and grounds shall only take place after the execution and delivery of the then most current edition of the standardized School Board Use of School Facilities Agreement. Rules set forth in this section shall not apply to long-term facilities use established under other provisions such as a tenant lease agreement.
- (b) "USE OF SCHOOL FACILITIES AGREEMENTS" are obtained at the building Principal's office and must be filed at least thirty (30) days before the proposed date of use. Facility use may also be requested through the Superintendent's Office by calling 469-6131. A facility use agreement must be completed and approved for each event scheduled during or after the normal school day, weekends, days when school is not in session, holidays, and during the summer months. When schools are closed due to inclement weather, all scheduled building activities and outdoor facility use are cancelled. Consult a radio, TV, or the District website www.escambia.k12.fl.us for notification of cancellation.
- (c) The principal will recommend approval or denial in writing to the Superintendent, who will review the principal's recommendation and issue a notice of approval or denial to the applicant. A notice of denial shall contain a notification of the applicant's appellate rights. The Superintendent may deny an application for rental only:
- 1. If an applicant is ineligible under this rule pursuant to the provisions of Section (4) Classification of Users; Section (6) Restrictions on Use of Educational Facilities and Grounds; Section (7) Use of Educational Facilities by Religious Groups; or Section (8) Activities Prohibited;
- 2. For prior nonpayment for use of facilities; and/or
- 3. For prior use that resulted in damage to a District facility.
- (d) The applicant may appeal the Superintendent's denial to the School Board at its next regular meeting provided the agenda requirements of Rule 6Gx17-1.06 are met. An applicant's failure to appeal the Superintendent's denial at the next regular meeting of the School Board will constitute a waiver of the applicant's appellate rights and will render the Superintendent's decision final.
- (e) Notification of cancellation must be submitted to the Facility Scheduler (Principal or building Administrator) at least forty-eight (48) hours before the scheduled time of use, or the full rental fee and personnel fees will be charged.

(f) As the activities of the above-mentioned School and the School Board have first priority of use of the designated facility(ies), the School Board reserves the right to alter user's scheduled use of the designated facility(ies) and will notify or reasonably attempt to notify the user in advance.

(2) SCHOOL BOARD NOTIFICATION

Upon approval of use, a copy of the USE OF SCHOOL FACILITIES AGREEMENT shall be forwarded to the School Board office and retained until the completion of the usage period.

(3) CONDITIONS FOR USE

The following conditions shall be observed:

- (a) Certificates of insurance, naming the School District of Escambia County as additional insured, may be requested for liability protection or any other type of insurance as the School Board deems necessary. The certificates of insurance must be on file with the School District of Escambia County five (5) days prior to the date of use.
- (b) An appropriate regular school employee, custodian, lifeguard, and/or supervisor designated by the principal shall be on duty at all times when educational facilities or grounds are being used by an eligible non-school group. The district employee designee and the designee's hourly rate of pay shall be included in the Use of School Facilities Agreement.
- (c) No classroom may be used during school hours by an eligible non-school group other than a school-sponsored organization. No activities incompatible with the instructional purposes and directly related activities of the school district will be allowed during normal school hours.
- (d) Decorations are permitted only with approval of the principal or building administrator. Only materials acceptable to the fire marshal may be used.
- (e) Under no circumstances are any materials to be used on floors or other parts of the building without the approval of the school district employee on duty,
- (f) Smoking in a school building is strictly prohibited.
- (g) Alcoholic beverages, gambling devices or illegal substances of any kind are not permitted on school property. Anyone who appears to be under the influence of alcohol will be denied access to a school facility.
- (h) Responsible representatives of a user shall be present at all times a facility is in use. Any necessary security, including uniformed law enforcement officers, shall be provided by and at the expense of the user. The number of representatives, the security measures and the number of uniformed law enforcement officers to be utilized during a particular

use of a facility shall be within the discretion of the school principal or other administrator of the facility being utilized.

- (i) Guns, weapons or guard dogs are not allowed in any school building or on any school property without prior written permission from the Superintendent/designee.
 (Governmental law enforcement officers are exempt; private security guards are not exempt.)
- (j) Fire doors, fire protection apparatus, or means of egress will not be blocked or tampered with.
- (k) To protect the community's investment, the District requires the following:
 - Return furniture to original locations
 - · Leave school writing on white/chalk boards undisturbed
 - Erase whiteboards if vacant sections are used
 - Be respectful of a teacher's desk and materials
 - Materials and equipment in the area should be left undamaged
 - · Clean up the area after use, including table tops and floors
 - · Close windows and turn off lights upon leaving
 - Place all waste in the proper receptacle
- (l) If an accident happens, and damage occurs, it must be reported promptly to the custodian or District employee on duty. Users are held responsible for damage.
- (m) Groups are responsible for providing all supplies and materials necessary.
- (n) In case of medical or other emergency situations, please notify the custodian or school district employee on duty who will take a report of the incident.

(4) CLASSIFICATION OF USERS

(a) All users of educational facilities, other than school-sponsored organizations, shall pay fees as outlined in Section 5 of this rule. Users are divided into three groups for the purpose of assessing fees.

1. Group A (Non-Profit)

Any organized non-profit group or organization within the school district whose purpose is directly connected to the school district or community --- examples are:

Parent Teacher Organizations

School Parent Groups

School Committees

Athletic Boosters

Band Boosters

Municipal/Government Agencies

2. Group B (Discounted Organizations)

Any community group or organization that has an affiliation with Escambia Schools --- examples are:

Boy Scouts

Girl Scouts

AAU Basketball Groups

Homeowners Associations

Neighborhood Groups (informal)

Churches/Religious Education

Charitable Organizations - to qualify 501(c)3 paperwork must be on file.

3. Group C (General Users)

Any group, including commercial or profit-making organizations, or individuals offering services for profit.

(5) Fees and Rate Schedule

- (a) Hourly rental fees for buildings and daily rental fees for outdoor facilities and stadiums will be charged to all users at the established rates for the given year.
- (b) The hourly/daily schedule of fees for use of educational facilities and grounds is for normal use. Should any excessive wear or abuse occur, extra charges shall be assessed. All fees shall be promptly remitted in advance to the school's internal funds accounts. All checks shall be made payable to the school.
- (c) In addition to the schedule of hourly and/or daily fees, the user shall pay directly to the school any additional costs incurred by the school in providing the requested facility including, but not limited to costs incurred in connection with providing appropriate staff.

⁽d) The fees to be charged are as follows:

200				Charles and the first of the	Building rly Renta	100 March 1987 1987 1987 1987 1987			
	Elen	entary Sc	hools	Мі	ddle Scho	ools	Ę	ligh Scho	ols .
User Classification	Group*	Group B	Group G		Group B	Group C	Group A	Group B	Group G
Classroom	N/C	\$6	\$12	N/C	\$6	\$12	N/C	\$7	\$15
Gym	N/C		-	N/C	\$13	\$25	N/C	\$15	\$30
Cafeteria/Commons	N/C	\$7	\$15	N/C	\$7	\$15	N/C	\$10	\$20
Pool	N/C			N/C			N/C	\$125 per day \$70 for 1/2 day	\$150 per day \$75 for ½ day
High School Auditoriums (PHS, Washington)	N/C			N/C			N/C	\$175 four -hour session \$40 each additional hour	\$350 four- hour session \$75 each additional hour
N. B. Cook Auditorium	N/C	\$175 for four-hour session \$40 each additional hour	\$350 for four-hour period \$75 each additional hour	N/C			N/C		

	100		The state of the s	IDOOR F. Daily Rent	All the same of the same of	ES 🗼			
	Ēle	mentary Scho	ools	Mic	ldle Scho	ols	H	igh Scho	ols
User Classification	Group A	Group B	Group C	Group A	Group B	Group C	Group A	Group B	Group C
Athletic Fields – Softball, Baseball, Soccer				N/C	\$50	\$100	N/C	\$75	\$150
Track				N/C	\$50	\$100	N/C	\$75	\$150
Tennis Courts				N/C	\$50	\$100	N/C	\$75	\$150
Patking Lot (Rate/Fee)	/		- ·	N/C	N/C	N/C	N/C	N/C	N/C

	Elen	ientary Sc	hools	victa dis	ly Rental ddle Scho		i i	igh Scho	ols -
User Classification	Group A	1.00	Group C	Group A	Group B	Group C	Group A	Group B	Group C
Includes the use of				N/C	\$75 Per	\$150 per	N/C	\$150 per	\$300 per
the stadium equipment- Soccer goals, etc.					day for daytime use \$150 per day for evening use	day for daytime use \$300 per day for evening use		daytime use \$250 per day for evening use	daytime use \$500 per day for evening use

(e) Payment of Fees

- The applicant is responsible for payment of all charges associated with the group's use of facilities/sites. Payment in full is due 48 hours prior to the scheduled event. All payments shall be made to the school's internal fund.
- Any other special payment considerations must be submitted and approved by the Superintendent's Office.
- The Superintendent of Schools, Deputy Superintendent of Schools, and the Assistant Superintendent of Operations may negotiate contracts for large volume users to benefit the school district.

(f) Fiscal Accounting

A special fund for facilities rentals shall be maintained at each school through the internal accounts of the school. All fees and costs charged for the use of school facilities will be processed through this fund. Any significant balance of the fund may be used by the school for improvements and upkeep of the rented facilities.

(6) RESTRICTIONS ON USE OF EDUCATIONAL FACILITIES AND GROUNDS

- (a) Homemaking equipment shall only be used for educational purposes. A school organization wishing to use the equipment of a homemaking department shall:
- 1. Be sponsored by a teacher;
- 2. Be approved by the principal;
- 3. Use the equipment after school hours or when homemaking classes are not in session;
- 4. Schedule a time for the use of such equipment with the homemaking teacher who shall be present when equipment is used;
- 5. Furnish detergent when using washers;
- 6. Leave equipment and department clean and in good order.
- (b) The use of school lunch kitchens shall be restricted to Parent Teacher Associations or other school-affiliated groups. A regularly employed representative of the particular school lunch department shall be present during such use. Kitchens shall not be made available to any other organization.
- (c) The use of administrative and school computers, computer labs, networks, peripherals, and television broadcast equipment shall be restricted to educational institutions, District affiliated groups, and school affiliated groups. A regularly employed and appropriately trained representative of the District or school shall be present during such use. Administrative and school computers, computer labs, networks, peripherals, and television broadcast equipment shall not be made available to any other organization.
- (d) The user is not to use or operate any school equipment other than that specified in the contract.
- (e) School facilities shall not be used for dances except those sponsored by schools in the Escambia County Public School System.
- (f) The following rules shall apply to use of stadiums:
 - An event manager representing ECSD shall be present and has the authority to make decisions on its behalf.
 - Only molded cleats, screw in style football, soccer, lacrosse cleats, turf shoes, or
 sneakers may be worn on the field.
 - No Gatorade/PowerAde or any other drink supplement can be consumed on the field as it will stain the turf.

- No gum, sunflower seeds, or any tobacco products may be used.
- (g) The following rules shall apply to use of a swimming pool:
 - Individuals or groups will not be allowed the use of a swimming pool without the service of qualified lifeguards and locker room attendants.
 - No underwater equipment shall be used except with the permission of the director of the swim program for the School District of Escambia County.
 - Persons using any swimming pool shall conform to the health regulations established by the Escambia County School District and as administered by the lifeguard or instructor.

(7) USE OF EDUCATIONAL FACILITIES BY RELIGIOUS GROUPS

- (a) When educational facilities are to be used by religious groups for special programs, all terms and conditions of this rule shall apply.
- (b) Use of educational facilities shall not be granted for religious services unless satisfactory evidence is presented that real property has been secured for a church facility and that plans are in preparation to build church facilities for the religious group.
- (c) Use of educational facilities for religious services shall not be granted for more than a period of six months.
- (d) Classrooms shall not be used by religious groups.

(8) ACTIVITIES PROHIBITED

- (a) Promotion of activities subversive to the laws of the United States or any subdivision thereof, or to overthrow the government of the United States, or supporting doctrines of violence, hatred, or discrimination is prohibited.
- (b) Any activity that may violate the canons of good morals, manners, or taste or be injurious to the buildings, grounds, or equipment is prohibited.
- (c) Commercial advertising is prohibited.
- (d) Sub-leasing or shared use is prohibited.

Statutory Authority:

Sections 1001.32; 1001.41; 1013.10, Florida Statutes.

Law Implemented:

Sections 1001.42; 1013.10, Florida Statutes.

History:

Revised: 9/24/91; 4/30/92; 5/16/00; 11/20/01; 05/20/03; 12/16/03; 08/15/06.

ADDENDUM TO THE USE OF SCHOOL FACILITIES AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

THIS ADDENDUM modifies the attached Use of School Facilities Agreement between Escambia County, Florida, a political subdivision of the State of Florida ("COUNTY" or "USER"), and the School Board of Escambia County, Florida ("SCHOOL BOARD").

WITNESSETH:

WHEREAS, COUNTY seeks to nost an event at the	
School facility ("School") on the day of, 20	("Event"); and
WHEREAS, SCHOOL DISTRICT requires its facility users to	execute its Use of
School Facilities Agreement in the form represented by the Agree	ement to which this

WHEREAS, COUNTY and SCHOOL DISTRICT agree to the COUNTY's use of such School facility pursuant to the terms of the Agreement only as such terms are modified by this Addendum; and

Addendum is attached; and

WHEREAS, the Board of County Commissioners finds it is in the best interest of the health, safety, and welfare of the citizens of Escambia County to secure the School facility for the Event by entering into the Agreement as such Agreement is modified by this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements, the sufficiency and receipt of which are hereby acknowledged, COUNTY (as USER under the Agreement) and SCHOOL DISTRICT agree to amend the Agreement as follows:

- The recitals in the preamble of this Addendum are true and correct and are hereby incorporated into this Agreement.
 - Paragraph 2.A. of the Agreement is amended to read as follows:
 - A. Abide by all Conditions, Restrictions, and Activities Prohibited requirements of attached School Board Rule 6Gx17-5.06, except for Paragraph (3)(a) of Rule 6Gx17-5.06, which does not apply to this Agreement and is hereby deleted in its entirety.
 - Paragraph 2.B. of the Agreement is hereby deleted in its entirety.
- 4. The Escambia School District Risk Management Addendum (Regular) is hereby deleted in its entirety.
- 5. The following risk management and insurance provisions are hereby incorporated into the Agreement and made a part thereof:

5.1. LIABILITY FOR ACTS, OMISSIONS, AND NEGLIGENCE

The parties hereto, their respective elected officials, officers, and employees, shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. COUNTY, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against SCHOOL BOARD and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by COUNTY or SCHOOL BOARD and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Use of School Facilities Agreement.

5.2. INSURANCE

COUNTY maintains its general liability insurance on a self-insured basis. A letter of self-insured status from COUNTY shall be provided to SCHOOL BOARD upon SCHOOL BOARD's request therefor.

 The parties hereby agree that all other provisions of the Agreement not in conflict with the provisions of this Addendum shall remain in full force and effect. IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its County Administrator or designee, authorized by the Board of County Commissions to execute same and SCHOOL BOARD by its authorized agent.

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

	Ву:
	Signature
	Printed Name:
	Position:
	Date:
	SCHOOL BOARD: THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA
	By:Superintendent, as Secretary to the School Board
	Date:
Witness	
Witness	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10784 County Administrator's Report 11. 8. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: SHIP Agreement with Northwest Florida Community Housing

Development Corporation

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the SHIP Program Agreement with Northwest Florida

Community Housing Development Corporation - Tonya Gant, Neighborhood & Human

Services Department Director

That the Board take the following action concerning the SHIP (State Housing Initiatives Partnership) Program Agreement with Northwest Florida Community Housing Development Corporation:

A. Approve the Escambia County SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement Disaster Recovery Housing Program with the Northwest Florida Community Housing Development Corporation, subject to Legal review and sign-off, to provide up to \$450,000 in SHIP funds to support replacement housing activities for affected tornado victims in Escambia County; and

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

[Funding: Fund 120/2016 SHIP, Cost Center 370202]

BACKGROUND:

Due to the February tornados, many residents are in need of replacement housing throughout the County. On May 5, 2016, the Board adopted a Resolution (Exhibit I) supporting a disaster recovery program administered by Northwest Florida Community Housing Development Corporation (NFCHDC) in conjunction with the Community Contribution Tax Credit Program (CCTCP).

The Agreement (Exhibit II) provides \$450,000 in State Housing Initiatives Partnership (SHIP) Program funding for the replacement housing activity, with NFCHDC producing a minimum of 10 homes with this funding. NFCHDC has the capacity to provide

construction management for these homes as well provision of matching CCTCP funding, which will bring in a minimum of 200 volunteer hours per home as well as secure business donations required for the tax credit that is expected to leverage SHIP funds at least dollar for dollar.

BUDGETARY IMPACT:

The \$450,000 required for this Agreement is budgeted in Fund 120/2016 SHIP, Cost Center 370202.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement is under review by the Assistant County Attorney and is subject to legal approval.

PERSONNEL:

No impact to personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

SHIP funding Agreements must be approved by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

The SHIP project will be coordinated through the Neighborhood Enterprise Division jointly with the Northwest Florida Community Housing Development Corporation.

Attachments

Ex I-Resolution
Ex II-SHIP Agreement

51512016 CARIET

Date: 5/9 Hole Verified By: Advu

RESOLUTION NUMBER R2016-51

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CERTIFYING THAT THE NORTHWEST FLORIDA COMMUNITY HOUSING DEVELOPMENT CORPORATION'S PROPOSED DISASTER RECOVERY HOUSING PROGRAM FOR LOW INCOME PERSONS IS CONSISTENT WITH LOCAL PLANS AND REGULATIONS INCLUDING COMPREHENSIVE PLANS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Northwest Florida Community Housing Development Corporation, Inc. has proposed to provide a disaster recovery housing program for low income persons in Escambia County, Florida; and

WHEREAS, Northwest Florida Community Housing Development Corporation, Inc. wishes to participate in the Community Contribution Tax Credit Program, as authorized by §212.08(5)(p), §220.183, and §624.5105, Florida Statutes; and

WHEREAS, in order to comply with the application requirements of the Community Contribution Tax Credit Program, as provided in §220.183(3), Florida Statutes, Northwest Florida Community Housing Development Corporation, Inc. has requested that Escambia County certify that the proposed disaster recovery housing program is consistent with local plans and regulations.

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

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

Section 2. That the Board of County Commissioners of Escambia County, Florida hereby certifies that the Northwest Florida Community Housing Development Corporation's proposed disaster recovery housing program for low income persons is consistent with local plans and regulations including comprehensive plans.

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

ADOPTED this 5th day of May, 2016.

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Date Executed

5/6/2016

ATTEST:

Pam Childers

Clerk of the Circuit Coud

BCC Approved 05-05-2016

Deputy Clerk

Approved as to form and legal

sufficiency

Escambia County SHIP Program Substantial Rehabilitation/Reconstruction Project Agreement Disaster Recovery Housing Program

THIS Agreement, made and entered into this 18th day of <u>AUGUST</u>, 2016, by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida, ("County"), FID# 59-6000598 and NORTHWEST FLORIDA COMMUNITY HOUSING DEVELOPMENT CORPORATION, a not for profit corporation organized under the laws of the State of Florida ("Agency"), FID #47-1093103, for the sole purpose of providing State Housing Initiatives Partnership ("SHIP") funds (CSFA #40.901) to finance the substantial rehabilitation or complete reconstruction of single family housing units owned and occupied by low income persons in Escambia County affected by the February 2016 tornado events (the "Project").

WITNESSETH:

WHEREAS, the Agency is a Florida not for profit corporation established for the purpose of enhancing affordable housing and revitalization of communities in the County, primarily for the benefit of lower income persons and families; and

WHEREAS, the Escambia County is the recipient of SHIP disaster funds made available through the Florida Housing Finance Corporation ("FHFC") to benefit victims of tornados that occurred in Escambia County on February 15 and February 23, 2016; and

WHEREAS, the Agency participates in the Community Contribution Tax Credit Program, as authorized by §212.08(5)(p), §220.183, and §624.5105, Florida Statutes; and

WHEREAS, a portion of said SHIP funds have been prioritized for use in financing the substantial rehabilitation or complete reconstruction of single family housing units owned and occupied by low income persons; and

WHEREAS, the Agency has demonstrated technical and financial capability to implement the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE I Supervision

- 1. Agency agrees to perform required tasks as stipulated in this contract in cooperation with the Neighborhood Enterprise Division (NED) of the Escambia County Neighborhood & Human Services Department.
- 1.1 The initial contract manager, responsible for coordination and administration of this Agreement and attending regular meetings with the Agency, is designated as follows:

Contract Manager for County: Meredith Reeves, Division Manager

Neighborhood Enterprise Division 221 Palafox Place, Suite 200 Pensacola, Florida 32502

Phone: (850) 595-0022

E-Mail: mareeves@myescambia.com

1.2 Contract Coordinator for the Agency: Tim Evans, Chairman of the Board

Northwest Florida Community Housing Development

Corporation

300 West Leonard Street Pensacola, Florida 32501 Phone: (850) 434-5456

E-Mail: tevans@pensacolahabitat.org

ARTICLE II Funding

- 2. The funds to be made available by the County in support of the Project shall not exceed **\$450,000.00**. The funds shall be available to support design, planning, project management and construction costs associated with the Project. Said funds are solely available from the State Housing Initiatives Partnership Program ("SHIP") disaster funding, as provided to Escambia County by the Florida Housing Finance Corporation ("FHFC"), referred to as "Grant". Approvals regarding the referenced Grant are incorporated in **Exhibit I** of this Agreement.
- 2.1. The Grant funds shall be expended to assist the Agency in meeting up to 100% of the total costs associated with the substantial rehabilitation or complete reconstruction of single family housing units owned and occupied by low income persons in Escambia County that were damaged or destroyed by the February 2016 tornado events.

ARTICLE III County Responsibilities

- 3. The County is the recipient of the Grant funds referenced in Article II above and shall have final authority regarding the eligibility of expenditures associated with such funds.
- 3.1. The County and Agency shall cooperatively manage the planning, implementation, fiscal accountability, record-keeping, and compliance matters associated with the Project. The County/NED and Agency shall jointly determine the specific locations of the housing units to be addressed based upon client applications processed on a first qualified/first served basis. The County shall retain final authority to approve or deny individual client applications. Written approval and authorization must be granted by the County for each housing unit prior to the Agency proceeding with construction work.
- 3.2. The County will screen applicants, provide verification of household income, and housing unit eligibility for the program and provide referrals to the Agency for eligible properties. Title searches and surveys will also be provided to the Agency upon request.

- 3.3. All Grant compliance matters shall be under the control of the County and all Project related Grant payments shall be made by the County, upon recommendation by NED, and in consultation with the Agency. The County shall retain final authority for the approval or denial of Grant related payments. Payments shall be processed only after submission of proper and complete documentation by the Agency. Payments shall be made by the County to the Agency based upon the County SHIP funding levels, as applicable.
- 3.4 SHIP funds committed to the Agency through this Agreement shall be limited to payments toward documented housing unit design, site work, Agency Project management cost (per unit construction management fee) and rehabilitation or reconstruction of the SHIP assisted housing units. From SHIP funds authorized hereunder, the County shall reimburse the Agency for eligible Project expenses (which shall consist of the total development costs, as summarized and identified in Schedule A, together with the 7.5% Project Management fee, which together are hereinafter referred to as the "Eligible Project Expenses"), in not more than three progress draws (the first at unit commitment, the second at completion of dry-in phase of construction, and the final at 100% completion including all required inspections, lien releases, and issuance of the Certificate of Occupancy (CO)). All Project Expenses must be directly attributable to a SHIP eligible unit. The CO shall be issued in writing by the Escambia County Building Inspection Department or City of Pensacola Inspection Department as applicable, for purposes of this Agreement.
- 3.5. For the duration of this Agreement, the County shall monitor, review and assess the performance of the Agency on a quarterly basis with regard to administrative matters, program records, fiscal management associated with the SHIP assistance, and documentation of compliance with the provisions of this Agreement.

ARTICLE IV Agency Responsibilities

- 4. The Agency agrees to assist and cooperate with the County/NED, FHFC and other parties at all times throughout the planning, housing design, site development and rehabilitation or reconstruction of housing units through this Project; and in assuring post occupancy compliance associated with SHIP assisted units.
- 4.1. The Agency and/or its contractors and/or subcontractors shall properly secure and/or ensure that all plans, approvals, permits, insurances, certifications, and official actions required to successfully complete each housing unit to be rehabilitated or reconstructed through this Project are legally secured by any and all parties directly or indirectly participating in development, construction and occupancy of the SHIP assisted units. Following construction, all SHIP assisted units shall meet or exceed applicable requirements of the current Florida Building Code as adopted by Escambia County.
- 4.2. The Agency shall provide Project and construction management to effect the substantial rehabilitation or reconstruction of a minimum of <u>ten (10)</u> owner-occupied housing units in accordance with the terms and conditions of this Agreement (which shall be conducted through its affiliate, Pensacola Habitat for Humanity, Inc.) and as further detailed as follows:

- (a) SHIP funds committed to the Agency through this Agreement shall be limited to payments toward documented housing unit design, site work, Agency Project management cost (per unit construction management fee) and rehabilitation or reconstruction of the SHIP assisted housing units. Aggregate per unit cost shall not exceed \$50,000, including the per unit Project Management fee of 7.5% of total development costs (as summarized and identified in Schedule A hereto) payable to the Agency with the final 100% completion payment for each housing unit. The Agency will provide leveraged funds through the Community Contribution Tax Credit Program (CCTCP) to complete the Project.
- (b) The Agency agrees that housing plans and technical specifications, including design standards and requirements, shall be subject to review and approval by the County prior to initiating construction of housing units under this Agreement. Agency employees or qualified entities supervised by the Agency, shall perform construction oversight (Project management), inspection and approval functions so as to ensure proper completion of the construction work by selected project contractor(s). Prior to initiation of the construction work, the Project plans shall be approved and permitted by cognizant Escambia County permitting agencies and any other permitting authorities having jurisdiction over the Project. Such approvals shall be fully documented in the Project records maintained by the Agency and shall be provided to the County/NED during the appropriate phases of construction or upon request by the County.
- (c) To secure reimbursement by the County, the Agency shall provide documentation (including any invoices, expenditures and proof of payment) to the County/ NED indicating the actual design, development, Project management and rehabilitation/ reconstruction costs incurred with respect to each completed housing unit and payment of all such costs by or through the Agency to ensure the avoidance of contractor, subcontractor, mechanic or vendor liens, encumbrances, judgments or other actions potentially endangering the property and title thereto. In the event that the Agency allows such liens, encumbrances, or other actions relating to the construction work to be placed against any of the individual properties assisted through this Agreement, the Agency shall be solely responsible for payment of all actual costs and legal or other professional fees incurred in effecting the immediate removal of any such encumbrance.
- (d) The eligibility of homeowners, as identified in **Exhibit I** of this Agreement, with respect to income and fee simple ownership of the property to be assisted through the Project is critical to ensuring compliance with governing SHIP requirements. The County will confirm in writing such eligibility together with confirmation that SHIP funds have been committed, for each individual housing unit. Should Agency elect to proceed with construction prior to obtaining written approval and authorization to do so by the County/NED, the Agency acknowledges that the County/NED will be under no obligation to reimburse or pay for construction costs associated with said housing unit. Evidence of County/NED approval shall be documented by execution of the Program Application by the County Contract Manager, his/her designee or an alternate County official designated by the County in writing to the Agency.
- 4.3 The Agency, as a sponsor in the Community Contribution Tax Credit Program (CCTCP) shall continue to meet all requirements to remain a sponsor under the CCTCP. The Agency

will target businesses to participate with funding and volunteer hours in the CCTCP in order to leverage Project funding. Agency will coordinate all volunteer hours required for the CCTCP. All funds received from businesses relative to the CCTCP will be held and processed by the Agency.

- 4.4. In the event the Agency fails to fully complete rehabilitation or reconstruction of any of the approved individual housing units, which failure is due to the Agency's non-compliance with this Agreement or Agency's negligence in performance of its construction services hereunder, the Agency then shall be directly and solely liable for the repayment of the SHIP funds extended for the incomplete unit to the Agency by the County through this Agreement. Costs for incomplete units shall not be reimbursed by the County as only those units that are 100% complete are eligible for reimbursement through County controlled SHIP funds. In the event of such failure, the County shall immediately initiate actions to recover its interest. Repayment of any funds advanced by the County to the Agency for such "incomplete" units shall be made in full within sixty (60) days from the date of initiation of such action by the County. Any repayment by the Agency shall be deposited by the Office of the Clerk of the Circuit Court into the Escambia/Pensacola SHIP Housing Trust Fund. In the event the Trust Fund no longer exists, the repayment shall be deposited in County Fund 124 and shall be utilized to further affordable housing or community development activities in Escambia County.
- 4.5. The SHIP eligible homeowners assisted through this Project shall maintain occupancy of the rehabilitated or reconstructed homes for the period stipulated in the SHIP mortgage and note recorded in the public records of Escambia County, subject to repayment upon default of any of the provisions thereof.
- 4.6. The Agency, through County/NED, shall record a SHIP mortgage in favor of Escambia County upon closing on the construction contract with the eligible homeowner, but prior to securing the construction permit. The County will pay for this recording through its SHIP operating fees and said mortgage shall be a prior interest to that of the Agency. The Agency will also secure a mortgage in the amount of the tax credit funding provided so as to protect the property from being transferred, and the Agency will record its mortgage upon the completion of the unit. The Agency's mortgage interest shall be subordinate, junior and inferior to the County's mortgage interest. If necessary, a mortgage modification will be recorded at the end of construction to reflect the actual valuation on the property as determined by the appraisal performed on the property for the tax credits. Agency will provide a copy of the appraisal to the County for its records.
- 4.7 County acknowledges that the Agency's ability to meet the projected goal of rehabilitating and/or reconstructing a minimum of ten (10) housing units is subject to the County providing approved eligible clients. Agency will not be penalized if County is unable to provide a sufficient number of eligible clients to accomplish the projected goal of a minimum of ten (10) housing units.
- 4.8 The Agency shall file quarterly reports with the County in a format and with content similar to that incorporated into this Agreement as **Exhibit II.**
 - 4.9 The Agency may subcontract work under this Agreement with the prior written

consent of the County. The Agency agrees to include in all subcontracts any applicable SHIP Program requirements, forms and certifications as may be required to maintain SHIP Program compliance. The Agency shall submit a copy of all executed subcontracts within ten (10) days of execution. Regardless of any subcontract, the Agency shall remain responsible for all work performed under this Agreement. The Agency agrees to be responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by the Agency under a subcontract and that the Agency shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

4.10 SHIP construction encourages green, storm resistant, and low maintenance construction, including energy efficient features such as the following: high density insulation; external thermal barriers; windows that meet or exceed "Energy Star" requirements; Water Sense toilets and faucets; and Energy Star appliances. Agency will provide County with documentation of these features on each unit at the close of construction.

ARTICLE V Program Monitoring and Compliance Reviews

5. The Agency shall cooperate fully with the County; NED; the State of Florida; FHFC or their duly authorized representatives, during the conduct of the annual performance review; SHIP Project monitoring; and/or with respect to the County's annual external audit. Access to all pertinent records and Project information shall be afforded to such entities upon reasonable request.

ARTICLE VI Agreement Period

- 6. This Agreement shall commence on the <u>18th</u> day of <u>August</u>, 2016, and shall continue for a term of one (1) year from said date or until all of the subject SHIP funds are fully expended; or in the event of immediate termination in the event SHIP funds cease to be made available to support the Project cited in this Agreement; or for failure of the Agency to perform, according to Section 6.1 hereof. All provisions stated herein shall remain in force for the full term of this Agreement.
- 6.1. If the Agency should fail to perform their duties and responsibilities as defined herein, or should SHIP Grant funds cease to be available to the County, the County may, without any legal or financial liability, or recourse to the Agency terminate this Agreement by providing written notice to the Agency fifteen (15) days in advance of the effective date of such termination. In the event of termination for lack of funds, the County shall only be obligated to pay those costs incurred for Eligible Project Expenses prior to the date of issuance of said termination notification to the Agency and such payments shall be made only to the extent that SHIP Grant funds are made available to the County for such purposes. Alternatively, in the event of termination for Agency's failure to perform, the County shall afford the Agency an opportunity to initiate actions to rectify the deficiency

during the fifteen (15) day notification period. During this period, the County shall suspend any and all Grant payments pending successful resolution of the deficiency by the Agency. Failing actions by the Agency to rectify the deficiencies within the fifteen (15) day period, the County shall thereupon immediately initiate action, including foreclosure actions, in accordance with provisions of the mortgage and note to recover any previously expended SHIP funds from the Agency.

ARTICLE VII Records

- 7. The County, NED, and Agency agree to maintain records specifically related to this Project in an organized and properly indexed manner as to assure proper accountability and documentation of all Project related activities, expenditures and actions.
- 7.1. The County, NED, and Agency agree that all Project specific records and accounts shall at all times be subject to inspection, review, and/or audit for a period of six (6) years following the termination of this Agreement, unless such records are the basis of litigation or audit, under which circumstance, they shall be maintained indefinitely pending the outcome of such litigation or audit. Access to such records shall be provided to the County, NED, the State of Florida, FHFC, and other duly authorized parties upon reasonable request.
- 7.2. The Agency and County/NED shall be jointly responsible for continually maintaining readily accessible, written documentation regarding the eligibility of SHIP assisted housing units and clients as applicable to this Agreement and as required by Florida Statutes, Chapter 420, Sections 420.907-420.9079 and FHFC Administrative Rule 67-37, and any amendments thereto, including but not limited to: client applications; SHIP assisted unit occupancy characteristics; SHIP and non-SHIP expenditures; and any other information as may be required for reporting or verification of project eligibility. County and Agency agree that information may be shared between the two entities and that appropriate releases of information will be secured from participating clients to support this exchange.
- 7.3. The Agency, at its sole cost, shall annually contract the services of an Independent Certified Public Accountant to perform a complete audit of the records and accounts of the Agency. In the event that the Agency expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Agency 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. One complete original of each annual audit, including the management letter and any responses to the audit as required of the Agency, shall be provided to the Escambia County Office of the Clerk of the Circuit Court/Finance Division with a copy to the NED by the Agency for the period encompassed by this Agreement. Any questioned costs or management issues raised as a result of any audit shall be promptly addressed by the Agency, with copies of pertinent resolution responses, information or documentation relating to such issue(s) provided to the Escambia County Office of the Clerk of the Circuit Court/Finance Division with copy to NED.
- 7.4 Public Records. The Agency 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. Agency shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Agency shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Agency 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 Agency seven (7) days written notice, during which period the Agency still fails to allow access to such documents, terminate the Agreement. In such case, the Agency shall not be entitled to receive any further payment.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

ARTICLE VIII Insurance and Indemnification

- 8. In the performance of this Agreement, the Agency shall act as an independent contractor. Agency shall not hold itself out as an employee, agent or servant of the County; and Agency shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.
- 8.1 The Agency shall indemnify and hold harmless Escambia County and 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 or use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the Agency's performance of this Agreement. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.
- 8.2 The Agency shall at all times during the tenure of this agreement maintain in full effect the following policies of insurance:

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- a. Commercial General Liability insurance policy, Form CG1, with minimum limits of coverage in the amount of \$1,000,000 per occurrence, 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 County shall be Additional Insureds and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company.
- b. Automobile liability with combined single limits of \$1,000,000 per occurrence, including bodily injury and property damage arising out of operation, maintenance or use of all owned, hired and non-owned vehicles.
- c. The Agency or its affiliate shall procure and 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, or shall provide written documentation of exemption from such requirements. The other party shall also purchase any other coverage's required by law for the benefit of the employees. Agency shall ensure that all construction, installation or similar contractors employed by Agency in the completion of this project shall maintain workmen's compensation coverage in limits required by law.

All of the above policies shall be with carriers admitted to do business in the State of Florida. The Agency shall have certificates of insurance forwarded to:

Escambia County
Office of Risk Management
P.O. Box 1591
Pensacola, Florida 32597

The certificates shall show Escambia County as an additional insured and the certificate holder shall provide that Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage. If required by the County, the Agency shall furnish copies of its insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies. Certificates shall be on the "Certificate of Insurance" form, as determined by the County, which shows policies with Insurers with an "A" or other Secure Best Rating with minimum financial size of "VII" according to the A.M. Best Key Rating Guide Latest Edition. The County shall deem being named as an additional insured as sufficient proof of intent to be notified of any cancellation, adverse change or restriction, and no further endorsement or requirement shall be required of the insurance carrier. The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County, Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Agency shall, upon instruction of the County, cease all operations under the Agreement until directed by the County in writing, to resume operations.

- 8.3 Agency required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of coverage will be considered primary as related to all provisions of the Agreement.
- 8.4 The Agency agrees to pay on behalf of the County, as well as provide a legal defense for the County, which will be done only if and when requested by the County, for all claims as described in 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.
- 8.5 The Agency and any of its associates, agents, insurers or subcontractors involved in the performance of this Agreement must comply with all applicable federal, state and local laws and regulations governing environmental pollution control and abatement in effect on the date of execution of this Agreement, as well as any other specific requirements stated elsewhere in this document. The Agency agrees to indemnify and hold harmless the County, and their respective agents and employees, from and against any and all liability, claims, suits, losses, expenses, judgments, costs and damages, including those resulting negligence of the Agency, its employees, agents, subcontractors, or other from authorized representatives, which may arise as a result of the violation of any Environmental Law, Ordinance, Statute, Rule or other environmentally related legal requirement associated with the persecution of the work defined in this Agreement. Further, the Agency assumes all legal and financial liability and the direct responsibility for assuring full and complete volunteer training and protection of the public, through the proper management, handling, removal, transportation and disposal of any hazardous materials, chemicals, wastes, or substances encountered by or used in the completion of the work in any way related to this Agreement.

ARTICLE IX Non-Profit Status Required

9. The Agency is a chartered Florida not for profit corporation with 501(c) (3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service. Further, the Agency functions primarily as an affordable housing organization with specific emphasis upon providing homeowner opportunities for the less fortunate, and shall maintain its status for the duration of this Agreement.

ARTICLE X Project Schedule

10. Agency and County agree to target completion of all activities under this Agreement on or before <u>July 31, 2017</u>. However, the Agency shall have the option to request additional time of up to 90 days to fully complete activities based on unexpected events or impediments or delays in funding or lack of eligible units or homeowners.

ARTICLE XI General Provisions

- 11. The County and Agency shall adhere to all applicable Federal, State, and County rules, regulations and policies for the full duration of this Agreement. All parties shall fully conform to the provisions and requirements of the SHIP Regulations, and subsequent amendments thereto.
- 11.1. The Agency and County shall fully conform to the provisions and requirements of the State Housing initiatives Partnership Program as found at Sections 420.907-420.9079 of the Florida Statutes and 67-37 of the Florida Administrative Code, and subsequent amendments thereto. Acceptance of such requirements is evidenced by the acknowledgement contained in **Exhibit III**.
- 11.2 All services associated with this Project shall be made available in a non-discriminatory manner. The Agency shall not discriminate against any employee or applicant for employment because of race, sex, familial status, disability, religion, or national origin. The Agency shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, national origin, physical handicap, or familial status. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship, The Agency agrees to post in a conspicuous place notices setting forth the provisions of this Equal Opportunity Clause.
- 11.3. The Agency is familiar with all of the terms and conditions of this Agreement and its responsibilities, indemnities, guarantees and warranties contained herein. The Agency agrees unconditionally to these terms.

ARTICLE XII Understanding of Terms

- 12. **Exhibits I-III**, attached hereto are hereby incorporated as part and parcel of this Agreement and hold the same legal status as the main body of this Agreement.
- 12.1. This Agreement constitutes the entire understanding between the parties with respect to the transactions contemplated herein, and all prior written agreements, understandings, representations, and statements are merged into this Agreement. Neither this Agreement nor any provisions hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by both parties. This Agreement shall not be assignable by either party without the express prior written consent of the other party hereto. Any attempt at assignment without consent shall be void and of no effect.
- 12.2. This Agreement is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

- 12.3. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 12.4. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deeded to define, limit or extend the scope or intent of the clauses to which they appertain.
- 12.5. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. All notices under this contract shall be in writing, and shall be sent by certified mail to the parties at the respected addresses stated below.
- 12.6. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with duly adopted action or authority of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.
 - 12.7. The terms of this Agreement shall survive closing upon the project.

IN WITNESS WHEREOF, parties hereto, by their duly authorized representatives, have set hereunto the hands and seals of each this date and year first above given.

Signature page to follow

(Remainder of this page is intentionally left blank)

ESCAMBIA COUNTY, a political Subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

	By:
Attest: Pam Childers Clerk of the Circuit Court	By: Grover C. Robinson, IV, Chairman
_	BCC Approved:
By: Deputy Clerk	
SEAL	
WITNESSED:	Northwest Florida Community Housing Development Corporation, a not for profit corporation organized under the laws of the State of Florida
By:	
<i></i>	Bv:
Print Name:	By: Timothy Evans, Chairman
Ву:	
Print Name:	
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledge.	owledged before me this day of, 2016,
by, who is Development Corporation, who did not	of Northwest Florida Community Housing take an oath and who:
is/are personally known to me.	
	cense or as identification.
	Signature of Notary Public
(Notary Seal must be affixed)	
, , , , , , , , , , , , , , , , , , , ,	Name of Notary Printed
	My Commission Expires: Commission Number:

EXHIBIT IScope of Services

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF THE SHIP PROJECT

1. PURPOSE

The purpose of this Agreement is to provide housing replacement assistance to certain eligible "Very Low" and "Low Income" families. A "Very Low Income" family is defined as a family with total "gross" income from all sources equal to or below fifty percent (50%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. A "Low Income" family is defined as a family with total "gross" income from all sources equal to or below eighty percent (80%) of the Pensacola Metropolitan Statistical Area ("MSA") median income, adjusted for family size. County shall annually provide updated income eligibility guidelines for use by Agency in carrying out the requirements of this Agreement.

Limited funding may be made available to Low Income families in conjunction with outside funding sources, such as the Escambia County Housing Finance Authority at the discretion of the Agency who might otherwise not be eligible for SHIP funding. In these cases, while no SHIP funding is available for reconstruction or project management fees, the County agrees to income screen applicants and to refer to Agency to review if the disaster applicant can be assisted in partnership with an outside agency or agencies.

2. SCOPE OF SERVICES

The County shall provide affordable housing client eligibility intake, verification, and referrals to Agency under this Agreement. County will also provide title work, , surveys, and demolition/clearance of subject properties, where appropriate. Agency shall provide construction services under terms, conditions, requirements and responsibilities of this Agreement. The County agrees to make certain funds available to support the substantial rehabilitation or replacement of owner occupied units targeting Very Low and Low Income families affected by the February 2016 tornadoes. Such funds are allocated from **Escambia/Pensacola SHIP Program** funds in the amount of **\$450,000.00** (2016 SHIP).

SHIP Program housing replacement funds shall be committed by the County on behalf of eligible "Very Low" and "Low Income" families residing in Escambia County, Florida, in an amount not to exceed \$100,000 per home, unless Agency is notified in writing by the County Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP Local Housing Assistance Plan. SHIP costs per housing unit expended by the Agency should not exceed \$50,000. SHIP expenditures per unit in excess of the \$50,000 may be reviewed and authorized on a case by case basis by the County Contract Manager, when submitted in advance by writing by the Agency.

3. OBJECTIVES

Agency shall cause the replacement of at least ten (10) single family homes, owned and occupied

by "Very Low" or "Low Income" families within Escambia County during the term of this Agreement impacted by the February tornados. Targeted properties may be located anywhere in Escambia County, including the Town of Century.

4. SERVICES

Agency shall perform or cooperate in performance of the following services as required to implement the Agreement.

- A. Develop or adapt existing forms, policies, data collection, record keeping, and other matters as necessary to document Project activity costs, utilization of SHIP Project funds and non-SHIP Program funds on a per unit (home) basis.
- B. Provide services associated with housing replacement, appraisal services, development of construction specifications, selection of construction vendors, oversight of volunteers, construction management and completion inspection(s) and coordination of any resources needed to produce a minimum of ten (10) units within the term of this Agreement at a SHIP Program cost of not more than \$100,000 per unit (including project management/service delivery costs), unless Agency is notified in writing by the County Contract Manager of an increase in the maximum authorized by an amendment to the Escambia/Pensacola SHIP LHAP. Due to the leveraged funds Agency is expected to bring to the Project, Agency is to target SHIP funds at or below \$50,000 per unit.

5. QUARTERLY REPORTS

- A. Agency shall prepare and provide to the contract manager a report of activities no less frequently than quarterly (the "Quarterly Report"). The duty to provide Quarterly Reports shall survive termination of this Agreement until received by the County.
- B. The Quarterly Report shall contain a narrative on the progress of the project and a financial statement on expenditures made during the reporting period and shall be in the form provided herein, unless an alternate form is mutually approved by the County and Agency.
- C. Failure to submit the Quarterly Report narrative, financial reports or financial documentation shall be deemed good cause for withholding of further payments under this Agreement.

6. PAYMENT SCHEDULE AND PROCEDURE

A. All applicants (clients) for financial assistance under this Agreement shall file an Application with the County and/or Town of Century or its designated Contract Coordinator/Agent in accordance with regulations governing the SHIP Replacement Housing Assistance Project. All applicants for assistance shall be initially determined eligible under the SHIP Project by the County Contract Manager and shall be referred to Agency for replacement housing activities. The County will provide Agency with written approval of the applicant for the Project, together with title work, surveys, and/or other appropriate documents to effect Project.

B. As a pre-condition to payment by the County hereunder, for each housing unit the Agency shall make a request for a SHIP funds by presenting to the County Contract Manager a request for funding as follows:

Project Milestones per Unit	Fee Schedule	
Unit Commitment and Selection of Plan by	\$15,000	
Applicant		
Completion of Dry-In Phase of Reconstruction	\$15,000	
100% Completion (includes 7.5% project	Balance of SHIP balance, not to	
management fee)	exceed \$20,000 unless otherwise	
	approved in writing by Count	
	Contract Manager	

C. The final construction draw shall be paid to the Agency (or Agency's contractor) upon completion of renovation work evidenced by a copy of the final inspection reports and certificate of occupancy issued by appropriate local officials. Agency shall obtain a commercial minimum twelve (12) month warranty on all materials and workmanship for the benefit of the eligible homeowner. Agency shall provide homeowner with copies of any warranty paperwork. Agency shall provide all documentation regarding sources and uses of funds, including CCTCP funds at completion. Agency shall work with County regarding final mortgage amounts, with modifications to be effected for the benefit of the property owner to reflect actual funding amounts expended on behalf of the applicant.

7. PROJECT EVALUATION, MONITORING AND REVIEW

A. The Project will be monitored continuously based upon the documentation submitted by Agency. Additionally, the County will monitor the Project at three (3), six (6) and nine (9) month intervals. Agency shall provide Project related information to the contract manager to assist their review and will be responsible for compliance with the terms of this Agreement.

B. The County shall review and evaluate Agency's performance under this Agreement and the effectiveness of the Project in preserving affordable housing units. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Section 6.1 of this Agreement.

ESCAMBIA/PENSACOLA MAXIMUM INCOME ELIGIBILITY LIMITS (Effective March 28, 2016)

# PERSONS IN FAMILY	VERY LOW INCOME (50% OF MEDIAN)	LOW INCOME (80% OF MEDIAN)
1	\$20,900	\$33,400
2	23,850	38,200
3	26,850	42,950
4	29,800	47,700

5	32,200	51,550
6	34,600	55,350
7	37,000	59,150
8	39,350	63,000

EXHIBIT II

Quarterly Status Report (Sample Format)

QUARTERLY STATUS REPORT REPORT # _____

TO:	ESCAMBIA COUNTY, NEIGHBORHOOD ENTERPRISE DIVISION
FROM:	
DATE:	
PROJECT:	
QUARTER:	 □ OCTOBER-DECEMBER (DUE JANUNARY) □ JANUARY-MARCH (DUE APRIL) □ APRIL-JUNE (DUE JULY) □ JULY-SEPTEMBER (DUE OCTOBER)
BREAKDOWN (CHARACTERIS	EPORT ETAIL WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE DF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT TIC FORM). If this information is submitted at the time of client approval submit the data in this report. A summarization will be acceptable.
	ETE LISTING OF THE INDIVIDUALS RECEIVING ASSISTANCE AND THE SSISTANCE THEY RECEIVED.
C. SHOW ANY PER	RTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.
	AL STATEMENT CONCERNING ACTIVITES THAT WILL TAKE PLACE TREPORTING PERIOD.

QUARTERLY FINANCIAL REPORT

PROJECT:			
CONTRACT YR:			
QUARTER:	 □ OCTOBER-DECEMBER (DUE JANUNARY) □ JANUARY-MARCH (DUE APRIL) □ APRIL-JUNE (DUE JULY) □ JULY-SEPTEMBER (DUE OCTOBER) 		
CONTRACT AMOUNT:	\$, , , , , , , , , , , , , , , , , , , ,	
EXPENDITURES:			
CLIENT NAME/UNIT	ADDRESS	COST	
Total expend	itures this period	\$	
Remaining c	ontract amount	\$	
Balance end	of this reporting period	\$	
Comments			
I certify, that to the best true and correct.	of my knowledge, the fin	ancial and client data reported is	
Authorized Signature			
Position	 Date		

EXHIBIT III

SHIP PROGRAM RULES AND REGULATIONS CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE

CERTIFICATION OF RECEIPT STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM ADMINISTRATIVE RULE 67-37

I/We hereby certify and affirm that Escambia County has provided this agency with a complete copy of the current SHIP Administrative Rule 67-37, and copies of any amendments to the governing Rule as may be applicable to the activities to be provided through this Agreement. I/We have reviewed the Administrative Rule and understand the requirements which govern the SHIP financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the Administrative Rule or requirements related thereto should be resolved by contacting the SHIP Administrator denoted in this Agreement. If the SHIP Administrator cannot resolve the question, the issue will be submitted to the Florida Housing Finance Corporation for review and resolution.

SHIP Governance can be found online at: http://apps.floridahousing.org/StandAlone/FHFC_ECM/AppPage_ListPage.aspx?Pagel D=14

Additionally, I/We have received a complete copy of the SHIP Income Compliance Manual and have reviewed the document to ensure compliance in the implementation of activities provided through this Agreement.

SHIP Income Manual and Addendum can be found online at: http://www.floridahousing.org/HousingPartners/LocalGovernments/

This certification is provided in lieu of including the entire text of the Administrative Rule in this Exhibit. I/We understand that additional copies of the entire text of the Administrative Rule and/or the SHIP Income Compliance Manual will be promptly provided upon written request directed to the SHIP Administrator by this agency.

NORTHWEST FLORIDA COMMUNITY HOUSING DEVELOPMENT CORPORATION
By:
Date:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10713 County Administrator's Report 11. 9. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: SC 25 Xpress Scanner Lease for Development Services Department

From: Horace Jones, Director Organization: Development Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning SC 25 Xpress Scanner Lease for the Escambia County

Development Services Department - Horace Jones, Development Services Department

Director

That the Board award a Purchase Order for a 63-month Lease Option to Harris Business Machines, for the Development Services Department, for an SC 25 XPress scanner for an annual amount of \$1,579.08, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 116, Development Review, Cost Center 240302, Development Review Division, Object Code 54401 Rentals and Leases]

BACKGROUND:

Our KIP 2200 scanner, which was purchased in 2005, has stopped working and could not be repaired. We obtained a used KIP scanner from the Engineering Department, but the software was outdated and the Information Technology Department could not get the software to work with Windows 7. The proposed replacement scanner is the SC 25 Xpress large format scanner. This scanner will be used to scan development review plans and surveys for uploading into the LiveLink document management system.

BUDGETARY IMPACT:

[Funding: Fund 116, Development Review, Cost Center 240302, Development Review Division, Object Code 54401 Rentals and Leases]

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal impact associated with this recommendation.

PERSONNEL:

There is no personnel impact associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106 - Multi-Year Lease and Lease Purchase Agreements. Quotes were solicited and obtained from three different vendors. The vendor with the lowest monthly cost was selected.

IMPLEMENTATION/COORDINATION:

The Development Services Department will coordinate with the Office of Purchasing to issue the necessary Purchase Order(s).

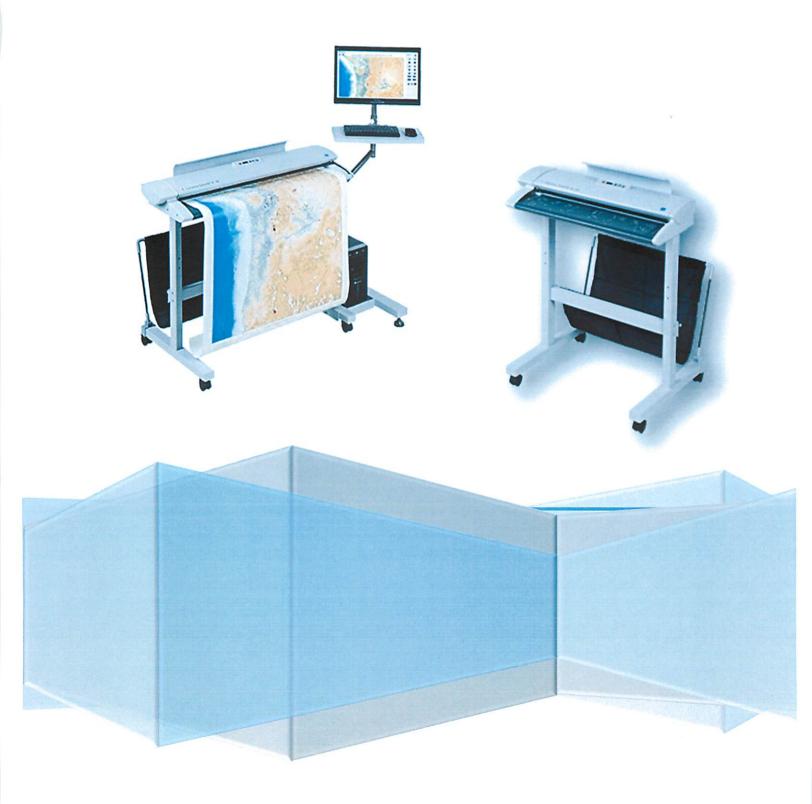
Attachments Scanner Lease Info Email Backup

Development Services Department

Large Format Scanner w/CPU

-	Lease	Months	Total
Harris Business Machines	\$186.66	39	\$7,279.74
SmartLF SC 25 Xpress w/CPU	\$160.92	48	\$7,724.16
DeAnna Loftis 850-585-0097	\$131.59	63	\$8,290.17
CPC Office Technologies			
(formerly Copy Products)	\$290.00	36	\$10,440.00
KIP 720 Scanner w/CPU	\$240.50	48	\$11,544.00
Gregg Koontz 850-432-1580	\$207.50	60	\$12,450.00
Modular Document Solutions	\$392.76	39	\$15,317.64
KIP 720 Scanner w/CPU	\$353.45	48	\$16,965.60
Patrick May 850-863-2515	\$293.54	63	\$18,493.02

Escambia County Development Services



Prepared by: DeAnna Loftis (850) 585 - 0097







Lease Payment

39 month lease \$186.66 per month

48 month lease \$160.92 per month

63 month lease \$131.59 per month

\$129 hour Service call

SC 25 Xpress Scanners Proposal Includes

SmartWorks TOUCH Software Twain Driver USB 3 cable Power Cord

Full Size Keyboard & Mouse, 20" Widescreen Flat Panel Display
Floor stand including catch basket (DSize/A1) SC 25 Xpress Scanners
Floor Stand PC Mounting Option
Rocket II Scanner Controller Rocket Scanner Controller (4GB of RAM
500 GB hard drive
USB3 (2 ports)
USB2 (6 ports)
Gigabit Ethernet, Windows 7), 1 - year warranty & technical phone support.
Upgrade Rocket II Scanner Controller to have a 21.5" Touch Screen

NOTE: there is a promo running through the end of this month which include the 1 year On-Site Warranty FREE

No money down on lease option! First payment not due 30 days after install





About Harris Business Machines

Locally owned and operated for over 25 years

- Service calls:
- > NO 1-800 #'s for service calls or billing questions
- > 1.5 hour average response time for emergency calls
- > 4 hour average response time for standard service calls
- > GPS enabled company vehicles to assist in dispatching service calls efficiently
- > Large inventory of parts in stock in each office and techs drive stocked vehicles
- > Flexible billing plans that can be adjusted to reduce overage costs









About SC Flex Xpress

Colortrac SC Flex Xpress MFP Systems – Colortrac SC Flex Xpress MFP Systems will enable users to streamline their workflow and improve productivity by complementing their existing large format printer.

With higher quality imaging, higher scanning speed and SuperSpeed data transfer, the Colortrac SC Flex Xpress MFP Systems provide fast, high quality scans or copies of wide format maps, site plans, engineering drawings, blueprints, architectural renderings and many other technical documents.

Adjustable height stand allows the Flex Xpress to be paired with all most any inkjet printer in a "single footprint" configuration.

Single Sensor Technology

SingleSensor has the following advantages over its competitors using modular CIS technologies in separate rows:

- Perfect color consistency separate CIS modules can produce unwanted color bands
- Perfect step-free images separate CIS modules can produce stepped scans
- More accurate imaging paper bulges can form in between separated sensors

SingleSensor has the following advantages over CCD scanner technologies:

- Perfect color consistency separate CCD modules can produce unwanted color bands
- Better long-term camera alignment many CCD scanners require frequent recalibration
- **Sharper images** CCD technologies are not as sharp as SingleSensor at the same resolution
- Lower cost CCD-based scanners are more expensive than SingleSensor technology
- Easier maintenance CCD scanners have more parts than SingleSensor scanners

Colortrac SingleSensor scanners has many of the benefits of charge-coupled device (CCD) scanners that use more expensive cameras and lenses. By combining a custom-built, constant intensity, red, green and blue (RGB) LED lighting system right across the scanner width with angled self-focussing (SELFOC) lenses mounted on their own sensor strips, Colortrac has achieved another world first in SingleSensor.



The new design incorporates a larger **face-up** staging platform to make loading documents into the scanner faster and easier. **SmartLF SC Xpress** is the first Colortrac scanner designed specifically to auto-size documents face-up in the centre of the scanner, a change which helps the operator to see what they are scanning and also to load creased documents more effectively. For documents conforming to standard drawing sheet sizes (manual mode) the scanner can accept media side & center using SmartWorks Pro or at the side only using the SmartWorks TOUCH software. The straight-through paper path of **SmartLF SC Xpress** has a maximum media width of 38 inches (96.5cm) and accepts documents up to 0.08 inches (2 mm) in thickness. This is more than enough to meet the requirements of AEC, CAD, GIS and the majority of work done by copy shop or service bureaux.

SmartWorks TOUCH Scan/Copy/Email

Colortrac SmartLF SC25 scanners include the NEW! <u>SmartWorks TOUCH</u> Scan/Copy/Email software that combines wide format scanning and copying in one very easy to use program and has full compatibility with wide format printers through standard Windows drivers. SmartWorks TOUCH is optimized for use with touch-screen monitors using a simple, intuitive user interface suitable for general office use.

Dynamic Document Feed

The **SmartLF SC Xpress SingleSensor** allows the use of a simplified arrangement of rollers to ensure that the document always stays in contact with the optics. Driven rollers either side of the optical path and an active soft pressure roller running the full length of the SingleSensor allow the scanner to dynamically respond and actively work against the optical disturbances caused by document lift and paper creasing. This technology ensures that delicate or fragile media such as newspaper and old blueprints can be safely and accurately scanned without problem.





SuperSpeed PC Interface

The SmartLF SC Xpress large format scanner series are the first scanners to incorporate the new **SuperSpeed USB 3.0 digital interface**. With a dramatic x10 increase in the internal data transfer rates, the new USB 3.0 interface works at up to 5Gb/sec. In terms of speed of scan data saved to the computer this represents more than double the previous rate of 28MB/sec (USB2) to 65 -85 MB/sec for USB3 depending on computer manufacturer. SuperSpeed USB 3.0 is unique to Colortrac and allows the SmartLF SC XPress scanner to work at full speed using higher resolutions on wider documents than ever before. For those without a USB3 equipped computer SmartLF SC Xpress enhanced USB2 circuitry achieves a 25% improvement in data speed (35MB/sec) above the previously recognised industry average transfer rate of 28MB/sec for a normal USB2 equipped pc.

Higher data transfer gives the SmartLF SC Xpress operator the freedom to scan wider and at higher resolutions without affecting productivity. If you have large amounts of archiving then SmartLF SC Xpress is the perfect solution.



SmartLF SC 25 Xpress





SingleSensor, express. The right choice for 25in wide technical documents and maps

Colortrac SmartLF SC Xpress Series

A well-proven, innovative technology for great wide format image quality. SingleSensor is a Colortrac invention that combines CIS elements and LEDs in a single line for maximum scan accuracy and optimal illumination.

Reliable and affordable scanning with a fast return on investment.

Get the job done 'super-fast' with no stopping or waiting.

SUITABLE FOR:

High quality scans of wide format maps, site plans, engineering drawings, blueprints, architectural renderings and many other technical documents. Up to 25 inches scan width.



Specifications



There are three SmartLF SC 25 Xpress large format scanner models with performance levels and features optimised for different applications. If requirements change, the \mathbf{m} (monochrome/greyscale) and \mathbf{c} (colour) models can be easily remotely upgraded to a higher level using a simple emailed scanner upgrade tool. The e (enhanced) upgrade offers the highest colour scan speed. Monochrome/greyscale scan speeds are identical across all upgrades.

	SC 25 Xpress m	SC 25 Xpress c	SC 25 Xpress e
Upgradable	m → c	c → e	n/a
Optical Resolution	m → e 1200 dpi	1200 dpi	1200 dpi
Extended resolution		ar interpolation from 100 to 9600dpi in 1 dpi s	
Max Scan Width	25in (63.5cm)	25in (63.5cm)	25in (63.5cm)
Max Media Width / Thickness	27in (68.6cm) / 0.08" (2.0 mm)	27in (68.6cm) / 0.08" (2.0 mm)	27in (68.6cm) / 0.08" (2.0 mm)
Scan Accuracy	+/-0.1% +/-1 pixel	+/-0.1% +/-1 pixel	+/-0.1% +/-1 pixel
SingleSensor digital imaging technology		ine contact image sensor of 30,000 pixels; a 0 nt system for optimum object illumination and	
	Black & White (panchromatic full spectrum)	16-bit primary point greyscale image capture	48-bit primary point colour image captu
Max Image Length		rtWorks EZ Touch is 96" (2438mm). The maxi the file format specified, the available disk sp	
Data Capture (color/grayscale)	16-bit	48-bit / 16-bit	48-bit / 16-bit
Color Space	n/a	Raw RGB from scanner sRGB using SmartWorks EZ Touch Profiled RGB from optional StrartWorks No.	Raw RGB from scanner sRGB using SmartWorks EZ Touch Profiled RGB from optional SmartWorks Pro
Scan Speed @ 200dpi 8-bit grayscale & mono (inch/sec)	13.0	13.0	13.0
Scan Speed @ 200dpi 24-bit color (inel/sec)	n/a	6.0	12.0
Paper Path	Face-up, front entry, rear	exit or rewind to front, front exit with optiona	Document Return Guide
Interface		rSpeed USB 3.0 data transfer rates up to 85M transfer rates up to 35MB/sec (using 2m USB	
Power Requirements		ower supply 100-240VAC auto-sensing +/-109 power consumption: < 53W (scanning) / 5W (
Operating Conditions	10°C -	35°C, 35% - 80% Relative Humidity non-cond	densing
Weight & Dimensions (WxHxD)		40 lbs (18 kg) / 34.2 x 6.0 x 15 inches (87 x 15 46 lbs (21 kg) / 40 x 9.3 x 20.1 inches (101 x 24	
Host Platform	Windows 8, V	Vindows 7, Windows Vista - 32-bit and 64-bit	architectures
Certifications		CB, CE, CCC, FCC, UL, RoHS compliant	
SmartWorks EZ Touch software (included)	Simple, intuitive user interface designed for touch screen operation Scan-to-file / copy / email / print / USB thumb drive Real-time image brightness adjustment and choice of predefined document presets. Crop, batch and B&W simple and adaptive thresholding, Scan to USB thumb/flash drive, Drivers, TIFF, JPEG, PNG, PDF file formats (TIFF max file size 4GB)		
TWAIN	A Twain driver is included which provides basic control over scanner color mode, resolution and paper size setting. A compatible application is required – see Colortrac. com for details.		
Interface	SuperSpeed USB3 (5Gb/s) with 3 metre USB3	cable (PC connector compatible with USB2 and	d USB3 sockets). Local power cable
Optional Software	SmortWorks EZ Touch P ^{last} Additional features: User pre-configurable and real-time adjustable document presets for black and white points, image deskew, rotate, sharpen, invert and mirror. Scan to USB thumb/flash drive with access control. (USB flash drive not included) SmortWorks Pro 3 product versions SCAN / COPIER / SCAN & COPY - professional solutions for best in class image restoration, scan productivity &		
Optional Accessories		olus optional PC, Monitor, Keyboard and Mouse popular Large Format printers. Includes Keyb	











Colortrac Key technologies

- Single Sensor: Unique Colortrac CIS modules
- FireFly: SuperSpeed USB3
- SureDrive: Single driven media pressure roller
- · ClearView: Innovative Dual LED lighting
- WinSync: Optimised Windows driver technology
- ScanOnce: Efficient scanning and copying workflow









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ESCAMBIA COUNTY DEVELOPMENT SERVICES

KIP 720 CIS Scan Full Color Scan System

- * Fast 5 ips Color and 2 ips Full Color
- * Full Color Scanning Capability
- * Face Up Document Scanning
- * 600 X 600 DPI Resolution
- * Preset Scanning Modes
- * User Friendly Control Panel
- * Compact Design
- * Stand Included
- * Fast, Friendly Local Service and Supplies!



Pricing:

\$ 9,161.60 - Discounted Government Pricing

GSA CONTRACT # GS-25F-0088M

**NOTE: Pricing includes DELL Optiplex 3020 with Windows 7 Pro 64 Bit, 500 GB HDD, 4 GB RAM, Keyboard, Mouse, 3 Year Warranty, and 20" Dell Monitor.

Lease Option:

36, 48 or 60 Month Lease Options include all equipment above and delivery, installation and training.

\$ 290.00 per month - 36 Months \$ 240.50 per month - 48 Months \$ 207.50 per month - 60 Months

Service and Supplies:

Full service includes all parts, labor.

\$40.00 - per month or \$480.00 per year



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Gregg Koontz- Chief Marketing and Sales Officer E-mail: <u>gkoontz@cpctek.com</u> <u>www.cpctek.com</u>





KIP 720

CIS SCANNING SYSTEM WITH ADVANCED KIP REAL TIME THRESHOLDING TECHNOLOGY



KIP 720 SCANNING SYSTEM

KIP 720 Image Scanner

The KIP 720 color & monochrome scanner delivers large-format scanning and copying functionality with world-class scanning speeds and unbeatable image accuracy.

The KIP 720 large format scanner is a 24-bit, 36" wide full-color image capture system perfect for processing photographs, complex maps, and AEC/CAD drawings.

Benefits of CIS Scanning Technology Sharp Image Scanning

The KIP 720 CIS (Contact Image Sensor) technology scanning method enables high resolution, high speed image capture with energy saving operation in a light, compact and portable design.

CIS technology features a series of Red, Green and Blue lights that illuminate in turn to capture image data related to each color.

Key Features

- 36" Wide
- · Face-up document scanning
- True 600x600 dpi optical resolution
- CIS scanning technology provides high definition scans
- Real Time Thresholding Technology (RTT)
- No folded optics—No warm-up time
- 0.1% scanning accuracy
- High resolution, high speed userfriendly operation with smart energy usage for maximum environmental conscientiousness
- High Definition scanning that advances graphical image capture possibilities

Advanced RTT Technology



KIP's Real Time Thresholding technology automatically optimizes background levels for each original, creating

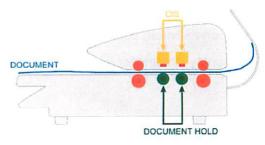
smooth reproductions of halftone gradients.

KIP RTT technology automatically adjusts
the threshold levels on a standard "D" size
document over half a million times per scan!



Full Color Workflow Integration

The KIP 720 stand alone scanner system provides accurate, professional results based on true 600 dpi optical resolution and 24-bit color imaging technology. Scan full color technical documents, maps, posters and photos into a variety of file formats for E-mail, archive and print purposes.



A specialized support system under the document enhances feed reliability.

Productive:

- High-speed, high-resolution CIS document image capture
- 4.5 seconds monochrome 'D' Size
- 14 seconds color 'D' Size

Quality:

- High-resolution, 600dpi scanning
- 24-Bit color depth

Responsive:

Ready in less than 10 seconds

Earth Concious:

- Compact & Lightweight
- Compatible with Energy Star program & RoHS
- · Scans recycled medias

KIP COLOR PRO & ADVANCED



KIP Color Advanced

KIP Color Advanced is a versatile color scan, copy and image distribution application designed to meet the everyday demands of advanced operators when used from either the KIP Touchscreen or a PC workstation.

- Integrates with single or multiple printers
- Advanced color controls & copy count
- Supports a full range of color file formats
- · Scan to Email, USB drives, mailboxes or Network
- Quality presets for various original types

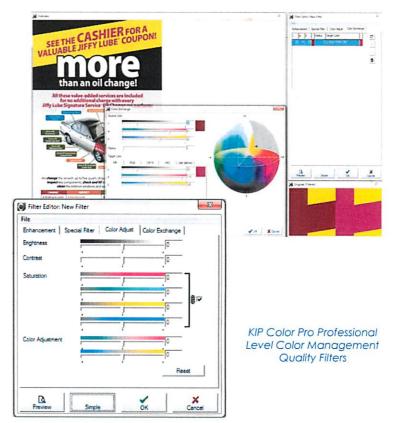
KIP Color Pro

KIP Color Pro software provides all the features of KIP Color Advanced, plus file to print, professional ICC color management, image editing capabilities, paneling of images for outdoor graphics, nesting of images for optimum media usage and much more.

- Supports a full range of color file formats
- Create, edit & save image quality filters
- Integrates with single or multiple printers
- Accurate color from closed-loop calibration
- Professional grade image enhancement options
- · Scan to email, USB drives, mailboxes or network



KIP Color Advanced Quality Filters





Copy, Print & Scan



Professional Image Editor



Copy & Print Paneling

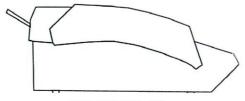
KIP Color Software Features	Pro	Adv
Single and Collated Sets Copying	•	•
Mixed B&W and Color Imaging	•	•
Scale by Factor, Page Size, Auto	•	•
Image Preview		•
Auto Image Deskew		•
Auto Start for Fast Document Feeding		•
Copy to all KIP printers	•	
Concurrent Copy and Print	•	•
Scan to File & Copy in Parallel	•	•
KIP Cost Review Application Integration	(inches	
KIP Track System		•
Scan Features		
Auto Detect Original Size		•
Scan Area of Interest / Scan to Specific Size		•
Wide Variety of Formats		
Scan to Email (Full Image or Area of Interest)	•	•
Mono / Grayscale / Color Scanning	•	•
Scan to Multipage PDF and TIFF	•	•
Supports PDF Security Protocols		•
Scan Image Compression (Variable)	•	•
Graphics Viewer/Editor for Despeckle/Deskew		
Auto Increment of File Name		•
File to Print Features		
Print Single or Multiple Files to KIP or Inkjet	•	•
Paneling	•	•
KIP Printer Grayscale Optimization		•
Expert Print Mode with Editable Filters		
Save Color Management Profiles	•	
Spot Color Exchange		
Nesting (Step and Repeat)	•	•
On Screen Softproof Capability	•	
Copy Features		
Color Adjustment	•	•
Paneling	•	•
Roll Preview	•	
Gamut Warning and On Screen Softproof	•	

KIP Color Software Features	Pro	Adv
Copy Features		
Multicopy Nesting	:•:	•
Set Black and White Point at Start of Set	•	
Media Calibration Wizard	•	
Job Editor to Mix Copy, Scan and File Images	•	
Reprint	•	•
Nesting (Step and Repeat)	•	•
Printer/Scanner Closed Loop Calibration		•
Unlimited Presets/Templates	•	•
Professional Copy Filter Editor		
Adjust Scan/Copy Resolution	•	•
Adaptive Black Point By Auto or User Selection	•	
Adaptive White Point By Auto or User Selection	•	
Black Enhancement	•	•
Background Removal	•	•
Unlimited KIP Printer Drivers	•	•
Included Inkjet Driver	2	1
Additional Inkjet Drivers	Optional	
Image Quality Adjustments		
Color Adjustment		•
Grayscale Adjustment	•	•
Background Processing	•	•
Import ICC Color Profiles	•	
Scan at Faster Speeds at Lower dpi	•	•
Control Scanner Speed Independent of dpi	•	
Unlimited Presets/Templates	•	•
Professional Scan Filter Editor and Preview	•	
Adaptive Black Point By Auto or User Selection	•	
Adaptive White Point By Auto or User Selection	•	
Scan B&W Images Using Color Data	•	•
Twain Support	•	•
Graphics Editor and Preview	•	
Despeckle and Hole Fill	•	

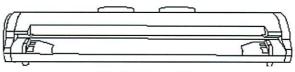
= New/Enhanced available in latest version

KIP 720 SPACE REQUIREMENTS

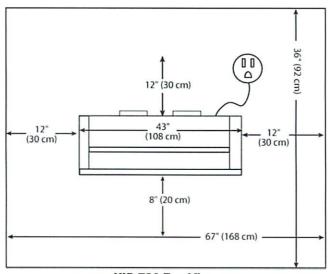
KIP 720 Scanning System Space Requirements



KIP 720 Side View

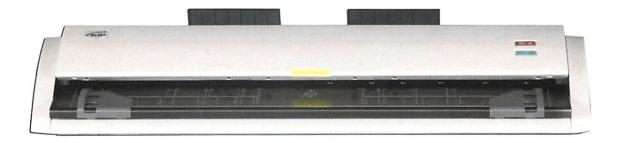


KIP 720 Front View



KIP 720 Top View

KIP 720 SPECIFICATIONS



General Specifications

C.I.S. with KIP RTT Technology Scanner Type

600 x 600 dpi optical resolution Scan Resolution

Up to 8 ips / 203 mm per second (B&W) Scan Speed

Up to 2.6 ips / 66 mm per second (Color)

Scan Format TIFF, Multipage TIFF, PDF, PDF-A, Multipage PDF, DWF, Multipage DWF, JPEG, CALS

Scan Destination Local USB (Removable Media), Unlimited IPS Mailboxes (Local), Unlimited FTP, Unlimited SMB

Original Size Width 11" - 36" / 279 - 914 mm

Original Thickness Up to 1.6 mm thick

Interface **USB 2.0**

43" x 16" x 6.7" / 1,092 mm x 406 mm x 170 mm **Dimensions**

Weight 53lbs / 25 Kg

100-240 V AC 50/60 Hz Electrical

<50 W Power Consumption

Quad Core Processor (such as an Intel i5 or higher)

Windows XP / 7 / 8 (32 or 64 bit version) 8GB RAM with 64 bit or 3GB RAM 32 bit

1 TB Hard Drive 1 Gig RJ45 LAN Port DVD/CD Optical Drive

Minimum PC Requirements One USB 2.0 Port for KIP Color Advanced / Pro (scanner connection) (NOT INCLUDED WITH SCANNER)

One PCI-E Port (for use with the KIP Tru • Speed Card (HIL) for KIP 2300

One USB 2.0 Port for KIP RIP (product code connection)

20" Flat panel monitor (with VESA - 75 or 100 mount patterns for use with a KIP scanner

stand)

USB keyboard and mouse



www.kip.com

u.s.a. Phone: (800) 252-6793 Email: info@kipamerica.com

KIP is a registered trademark of the KIP Group. All other product names mentioned herein are trademarks of their respective companies.

All product features and specifications are subject to change without notice. Complete product specifications are available upon request. © 2012





Escambia County

Kip 720 CIS Scan System

- Scanner Stand
- PC to meet needed specs listed
- Monitor
- Keyboard
- Mouse
- Delivery. Installation, Training

Total Investment

\$12,368

Lease payment 39 mos \$392.76

48 mos \$353.45 63 mos \$293.54

Kip 2300 CCD Scan System

- Scanner Stand
- PC to meet needed specs listed
- Monitor
- Keyboard
- Mouse
- Delivery. Installation, Training

Total Investment

\$18,590

Lease payment 39 mos \$589.63

48 mos \$529.82 63 mos \$440.58 From: Denise Halstead
To: Stephan D. Hall

Subject: RE: Large Format Scanner for DRC Date: Monday, July 25, 2016 2:30:00 PM

Thank you!

From: Stephan D. Hall

Sent: Monday, July 25, 2016 1:49 PM

To: Denise Halstead

Subject: RE: Large Format Scanner for DRC

Denise,

I would talk to Claudia the Purchasing Manager on exactly what you would need to do, also she may be able to provide one that went to the Board for approval in the past so you can copy it for yours and update necessary information.

Thanks, Stephan OMB

From: Denise Halstead

Sent: Monday, July 25, 2016 1:41 PM

To: Stephan D. Hall

Subject: RE: Large Format Scanner for DRC

Just wanted to follow up on our scanner lease...I know you've had your hands full with the budget☺

Thanks, Denise

From: Denise Halstead

Sent: Wednesday, July 06, 2016 11:55 AM

To: Stephan D. Hall

Subject: Large Format Scanner for DRC

Hi Stephan,

Our KIP 2200 color scanner that was purchased in 2005 quit working last September and could not be repaired. We obtained a used KIP scanner from Engineering, but could not get the software to work with Windows 7.

Purchasing advised us we need board approval for this long term lease. As this is my first experience with leasing equipment, how do we get this on the BCC agenda?

Any guidance is greatly appreciated.

From: Claudia A. Simmons
To: Denise Halstead

Subject: RE: Large Format Scanner-Development Services

Date: Monday, July 25, 2016 3:24:00 PM

All leases no matter the dollar amount must go to the Board for approval. You will need to do a recommendation to the board in Agenda Quick just like any other recommendation. Robin Lambert can help you with that.

Claudia

From: Denise Halstead

Sent: Monday, July 25, 2016 2:30 PM

To: Claudia A. Simmons

Subject: Large Format Scanner-Development Services

Hi Claudia,

Our KIP 2200 color scanner that was purchased in 2005 quit working last September and could not be repaired. We obtained a used KIP scanner from Engineering, but could not get the software to work with Windows 7.

As this is my first experience with leasing equipment, how do we get this on the BCC agenda?

Any guidance is greatly appreciated.

Denise Halstead

Administrative Supervisor
Development Services Department
3363 West Park Place
Pensacola, FL 32505
dhalstea@myescambia.com
T 850.595.3442

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

From: Stephan D. Hall **Denise Halstead** To:

Subject: RE: Funding Question-Large Format Scanner Wednesday, August 03, 2016 8:11:55 AM

Denise, this looks perfect. Good job.

From: Denise Halstead

Sent: Wednesday, August 03, 2016 8:06 AM

To: Stephan D. Hall

Subject: Funding Question-Large Format Scanner

Good Morning,

Could you take a look at the funding section? I entered Fund 116 since it will come from the DRC reserves. Please let me know if this is correct.

Thanks,

Denise Halstead

Administrative Supervisor **Development Services Department** 3363 West Park Place Pensacola, FL 32505 dhalstea@myescambia.com

T 850.595.3442

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10776 County Administrator's Report 11. 10.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Supplemental Budget Amendment #203 - Insurance Proceeds from

Damage to County Property

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #203 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #203, Transportation Trust Fund (175), in the amount of \$41,145, to recognize insurance proceeds received for damage to traffic equipment and other property at various locations throughout the County, and to appropriate these funds into the Road Department Cost Centers from where repair costs were expended.

BACKGROUND:

Escambia County received insurance reimbursements totaling \$41,145 for damage to traffic equipment and other property at various locations throughout the County. Repairs were done by the Road Maintenance and Fleet Maintenance divisions, so the proceeds are reimbursing those cost centers.

BUDGETARY IMPACT:

This amendment will increase Fund 175 by \$41,145.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Attachments

SBA#203

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 received insurance reimbursements for damage to County property, 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:

Transportation Trust Fund	175		
Fund Name	Fund Number		
Revenue Title Insurance Proceeds - Road Maint	Fund Number 175	Account Code 369008	Amount \$41,145
Total			\$41,145
Appropriations Title	Fund Number/Cost Center	= Account Code/ Project Number	Amount
Repair and Maintenance - Road Maint	175/210402	54601	\$32,008
Repair and Maintenance - Fleet Maint	175/210405	54601	\$9,137
Total		=	\$41,145
NOW THEREFORE, be it resolved by that the foregoing Supplemental Budg			
ATTEST:		BOARD OF COUNTY (
PAM CHILDERS CLERK OF THE CIRCUIT COURT		OF ESCAMBIA COUN	TY, FLORIDA
		Grover C. Robins	on, IV, Chairman
Deputy Clerk			
Adopted			
OMB Approved			
Supplemental Budget Amendment #203			



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10740 County Administrator's Report 11. 11.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Supplemental Budget Amendment #228 - Supervisor of Elections HHS

Vote Program Grant

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

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

That the Board adopt the Resolution approving Supplemental Budget Amendment #228, Other Grants and Projects Fund (110), in the amount of \$10,782, to recognize Grant proceeds from the Florida Department of State, and to appropriate these funds to be used to establish, expand, and improve access to, and participation in the election process for citizens with disabilities for the Supervisor of Elections Office (SOE) in Escambia County.

BACKGROUND:

The SOE has received the HHS Vote Program Grant to assist with funding in order to expand access and participation in the voting process for citizens with disabilities here in Escambia County.

BUDGETARY IMPACT:

This Amendment will increase Fund 110 in the amount of \$10,782.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Attachments

SBA#228

Board of County Commissioners Escambia County Supplemental Budget Amendment Resolution

Re	solution	Numbe
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, The Board has received reimbursement of funds from the State of Florida, Division of Elections HHS Grant for Polling Place Accessibility, these funds must be recognized and appropriated accordingly.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Other Grants & Projects	110		
Fund Name	Fund Number	_	
Revenue Title HHS Vote Program Grant	Fund Number 110	Account Code 331103	Amount 10,782
Total			\$10,782
Appropriations Title Operating Supplies	Cost Center 110/550102	Account Code/ Project Number 55201	Amount 10,403
Postage & Freight	110/550102	54201	379
Total			\$10,782
NOW THEREFORE, be it resolved by that the foregoing Supplemental Budget			
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT		BOARD OF COUNTY CO OF ESCAMBIA, COUNTY	
Deputy Clerk	-	Grover C. Robii	nson, IV, Chairman
Adopted	-		
OMB Approved	-		
Supplemental Budget Amendment #228			



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10777 County Administrator's Report 11. 12.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Supplemental Budget Amendment #236 - LAP Agreement for

Construction of Quietwater Beach Ferry Landing

From: Stephan Hall, Budget Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #236 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #236, Local Option Sales Tax Fund III (352), in the amount of \$860,907, to recognize proceeds from a State of Florida Department of Transportation Local Agency Program Agreement (LAP), and to appropriate these funds for construction of the Quietwater Beach Ferry Landing Project.

BACKGROUND:

On August 18, 2016, the Board approved an LAP between the Florida Department of Transportation and Escambia County, Florida, for construction of the Quietwater Beach Ferry Landing Project. Project costs for the design and construction phase will be reimbursed in the amount of \$860,907, which is the amount being appropriated with this amendment.

BUDGETARY IMPACT:

This amendment will increase Fund 352 by \$860,907.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENT	TION/COORDINATION:
N/A	
	Attachments
SBA#236	

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 will receive funds from a State of Florida Department of Transportation Local Agency Program Agreement for construction of the Ferry Landing at Queitwater Beach, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2016:

Local Options Sales Tax III	352		
Fund Name	Fund Number		
Revenue Title LAP-Queitwater Ferry Landing	Fund Number 352	Account Code new	Amount \$860,907
Total			\$860,907
Appropriations Title Improvements Other than Buildings	Fund Number/Cost Center 352/210115	Account Code/ Project Number 56301/16EN3434	Amount \$860,907
Total		 :	\$860,907
NOW THEREFORE, be it resolved by that the foregoing Supplemental Bud			
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT		BOARD OF COUNTY OF ESCAMBIA COUN	
Domitte Claule		Grover C. Robins	son, IV, Chairman
Deputy Clerk			
Adopted			
OMB Approved			
Supplemental Budget Amendment #236			



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10781 County Administrator's Report 11. 13.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Extension of the Ad Valorem Tax Roll

From: Amy Lovoy, Assistant County Administrator

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Extension of the 2016 Ad Valorem Property Tax Roll - Amy Lovoy, Assistant County Administrator

That the Board approve extending the 2016 Ad Valorem Property Tax Roll prior to the completion of the Value Adjustment Board hearings to afford the taxpayers of Escambia County the opportunity to pay their property taxes during each of the four discount periods, as allowed by Florida Statute 197.323.

BACKGROUND:

By extending the tax roll it allows the Tax Collector the ability to collect property taxes for the various taxing authorities beginning November 1, 2016 even if the Value Adjustment Board hearings have not been completed. This will give taxpayers the ability to pay their property taxes during any of the four discount periods.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

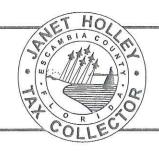
IMPLEMENTATION/COORDINATION:

N/A

Attachments

Request for the Extension of the Tax Roll

Janet Holley, CFC



ESCAMBIA COUNTY TAX COLLECTOR
P.O. Box 1312 • Pensacola, Florida 32591
ECTC@EscambiaTaxCollector.com
www.EscambiaTaxCollector.com
850-438-6500

August 5, 2016

The Hon. Grover C. Robinson, IV, Chair Escambia County Board of Commissioners Post Office Box 1591 Pensacola, FL 32591-1591

Dear Commissioner Robinson:

This letter is being submitted as a formal request of the Board of County Commissioners to extend the 2016 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings. It is important to afford the taxpayers of Escambia County the opportunity to pay their taxes during each of the four discount periods allowed by law. Prompt action by the Board will ensure this. This extension also will allow the collection of revenue for the various taxing authorities to begin November 1, 2016. Authority for early extension of the tax roll is provided for in F.S. 197.323. Thank you.

Sincerely,

Janet Holley

/cmy

CC:

Jack Brown, County Administrator Chris Jones, Property Appraiser

Amy Lovoy, Assistant County Administrator

Allison Rogers, County Attorney



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10765 County Administrator's Report 11. 14.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Copier Lease with RJ Young Company for the Department of Natural

Resources Management Administration

From: Chips Kirschenfeld, Director

Organization: Natural Resources

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Copier Lease with RJ Young Company, Inc. - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board award a Purchase Order for a 60-month lease for a Ricoh Model MPC4504 digital color copier system to RJ Young Company, Inc., for the Department of Natural Resources Management (Administration), for an annual amount of \$1,224, plus cost per copy at \$.0059 for black and white and \$.045 for color, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchase and Contracts, Section 106 – Multi-Year Lease and Lease Purchase Agreements.

[Funding: Fund 001, General Fund, Cost Center 220100, Natural Resources Management Admin, Object Code 54401, Rental and Leases]

BACKGROUND:

The Department of Natural Resources Management's (NRM) Administration staff will be relocating to the 2nd floor of the Old Courthouse at the end of August 2016. With the move, staff will lose access to a shared copier that was purchased by CRA in February 2012 requiring NRM to obtain its own copier. Because the cost of purchasing a copier is cost-prohibitive, NRM sought out lease quotes from several vendors and received three quotes. Of the quotes, RJ Young Company provided the lowest and most responsive overall cost per month. By leasing for 60 months, NRM is able to lock in a low monthly lease rate of \$102 per month with a cost of \$.0059 per black and white copy and \$.045 per color copy.

BUDGETARY IMPACT:

Funding is available in Fund 001, General Fund, Cost Center 220100, Natural Resources Management Admin, Object Code 54401, Rental and Leases.

LEGAL CONSIDERATIONS/SIGN-OFF:

There is no legal impact associated with this recommendation.

PERSONNEL:

There is no personnel impact associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Finance, Article II, Purchases and Contracts, Section 106 – Multi-year Lease and Lease Purchase Agreements. Quotes were solicited and obtained from three different vendors. The vendor with the lowest monthly cost was selected.

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate with the Office of Purchasing to issue the necessary purchase order(s).

Attachments

NRM-ADM Summary of Copier Quotes
Vendor Copier Quotes

Natural Resources Management - Administration Copier Lease Quotes

Vendor	Proposed Copier Brand & Model	Cost per month (60- month lease)	Price per B/W Copy	Price per Color Copy
CPC Office Technologies	Ricoh MPC4504	\$134.00	\$.0059	\$.045
Dex Imaging	Konica Minolta C454E	\$190.16	\$.0059	\$.059
RJ Young	Ricoh MP C4504	\$102.00	\$.0059	\$.045

Dated: August 1, 2016

Natural Resources Management - 223 Palafox Place, Pensacola, FL 32502 - (850) 595-4988 Request for Quotes - Multifunctional System (Network Printing, Copying, Scanning, Faxing) - Minimum Print PPM: 45

Proposed Copier Brand and Model	Ricoh MPC4504
36-Month (3-Year) Monthly Lease Cost	\$187.25
48-Month (4-Year) Monthly Lease Cost	\$155.30
60-Month (5-Year) Monthly Lease Cost (preferable)	\$134.00

		ded in se?	Addtl Cost		
Description of Required Features	Y	N	(If Any)	Comments	
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in "Comments")	Υ			220 Sheet	Single Pass Duplex Document Feeder
Auto Duplex	Υ			Unlimited	
Paper Trays Included (list paper capacity in "Comments")	Υ			Includes f	Four 550 Sheet Capacity Trays
Additional Paper Trays, if not included (list capacity in "Comments")	Υ				
Bypass Tray (list capacity in "Comments")	Υ			Also has 1	100 Sheet Bypass Tray
Sheet / Stapler Finisher (minimum 500-sheet)	Υ			500 Sheet I	Multi-Position Stapling Finisher
Other Finisher Option (list in "Comments)	Υ			2/3 Hole Pu	nch Option Included
Image Enlargement/Reduction	Υ			Standard	
Supported Paper Sizes (list in "Comments")	Υ			8.5 X 5.5 (up to 11 X 17
Supported Paper Types (labels and envelopes required - list in "Comments")	Υ			Handles L	abels, Envelopes and 14-80lb Bond
Cabinet Stand	Υ			Has 4 Cas	sters under the Paperbank
User Codes (list maximum in "Comments")	Υ			1,000	
Network Printing	Υ				
Fax Capability (Walk-up & Network)	Υ				
Scanning Capability (Walk-up & Network)	Υ				
Hole Punch Capability	Υ				
Stapling Capability (list staple capacity in "Comments")	Υ				
Staples Included?	Υ				
Toner included?	Υ				
Installation and Training Included?	Υ				
Technical/Repair Services? (Indicate Response Time in "Comments")	Υ			4 hours or	less
Total of Options					
Cost per Copy - B/W	Υ			.0059	
Cost per Copy - Color	Y			.045	
Company Name	CPC	Office	Technolo	gies Formally	Copy Products Company
Representative Name	Greg	g Koo	ntz		
Representative Contact Number(s)	(850)	432-1	580		
Date Quote Submitted	8-1-2016 Date Due: Monday - August 1, 2016 by 4:30 PM				

Copies Included Package (if available)

Cost Per Month:	 	
B/W Copies Included:	Cost Per Copy - Overage B/W Copies	
Color Copies Included	 Cost Per Copy - Overage Color Copies	

Natural Resources Management - 223 Palafox Place, Pensacola, FL 32502 - (850) 595-4988 Request for Quotes - Multifunctional System (Network Printing, Copying, Scanning, Faxing) - Minimum Print PPM: 45

Proposed Copier Brand and Model	KONICH MINORTH CYSTE
36-Month (3-Year) Monthly Lease Cost	并281.51
48-Month (4-Year) Monthly Lease Cost	并 233,64
60-Month (5-Year) Monthly Lease Cost (preferable)	# 190:16

		ded in ase?	Addtl Cost		
Description of Required Features	Y	N	(If Any)		Comments
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in "Comments")	~			اه، ۲۶	teet Shucke Pass Feeden2
Auto Duplex	/				
Paper Trays Included (list paper capacity in "Comments")	/			4 Zeo	SHEET PAPER TRAYS
Additional Paper Trays, if not included (list capacity in "Comments")					
Bypass Tray (list capacity in "Comments")	\			1505	HET BYPASS
Sheet / Stapler Finisher (minimum 500-sheet)	>				באובה לייודאטג
Other Finisher Option (list in "Comments)	\		_		HEET STAPLEZ
Image Enlargement/Reduction	\ <u>'</u>				
Supported Paper Sizes (list in "Comments")	<			台外上	דו אוו סד ווא
Supported Paper Types (labels and envelopes required - list in "Comments")	/				c agosuna ana el
Cabinet Stand	/				
User Codes (list maximum in "Comments")	·/			1000	CEDES CEDES
Network Printing	/				
Fax Capability (Walk-up & Network)	<u> </u>				
Scanning Capability (Walk-up & Network)	·/				
Hole Punch Capability	ン				
Stapling Capability (list staple capacity in "Comments")	<i>i</i> /			2 52	HEET STAPLER
Staples Included?		V			
Toner Included?	اس ا				
Installation and Training Included?	./				
Technical/Repair Services? (Indicate Response Time in "Comments")	'			2 10	4 Hours
Total of Options					
Cost per Copy - B/W				,005	9
Cost per Copy - Color				1059	7
Company Name	D	ΕX	IMAG	1116	
Representative Name				SI VAC	
Representative Contact Number(s)	8	Σ ο, (.88. L	120	BDAVISQDEXIMAGING, COM
Date Quote Submitted					Date Due: Monday - August 1, 2016 by 4:30 PM

Copies Included Package (if available)

Cost Per Month:	
B/W Copies Included:	Cost Per Copy - Overage B/W Co
Color Copies Included	Cost Per Copy - Overage Color C

Cost Per Copy - Overage B/W Copies	
Cost Per Copy - Overage Color Copies	

Natural Resources Management - 223 Palafox Place, Pensacola, FL 32502 - (850) 595-4988 Request for Quotes - Multifunctional System (Network Printing, Copying, Scanning, Faxing) - Minimum Print PPM: 45

Proposed Copier Brand and Model	Ricoh MP C4504 Digital Color Copier System
36-Month (3-Year) Monthly Lease Cost	\$149.00 per Month
48-Month (4-Year) Monthly Lease Cost	\$120.00 per Month
60-Month (5-Year) Monthly Lease Cost (preferable)	\$102.00 per month

Description of Required Features		ded in ase?	Addtl Cost			
		N	(If Any)	Comments		
Document Feeder: Automatic Reversing Document Feeder or Single Pass Document Feeder? (state which type and paper capacity in "Comments")	X			Single Pass Duplexing Document Feeder. 220 Sheets		
Auto Duplex	X			Unlimited Capacity (5.5 X 8.5 up to 12 X 18)		
Paper Trays Included (list paper capacity in "Comments")	Х		00	Three 550 sheet paper trays included in price.		
Additional Paper Trays, if not included (list capacity in "Comments")		х	\$5.00 mo	1 additional tray can be added. Cost represents 60-Months		
Bypass Tray (list capacity in "Comments")	X			100 Sheet Capacity. Up to 80lb paper		
Sheet / Stapler Finisher (minimum 500-sheet)	X			1000 Sheet Capacity		
Other Finisher Option (list in "Comments)		Х		500 sheet finisher is available if requested at lower cost		
Image Enlargement/Reduction	Х			25% up to 400%		
Supported Paper Sizes (list in "Comments")	Х		- 4	3.5 X 5.8 up to 12 X 18"		
Supported Paper Types (labels and envelopes required - list in "Comments")	Х			Yes on Labels and Envelopes. Any stock up to 166lb index		
Cabinet Stand		X		Not required when adding additional paper cassettes		
User Codes (list maximum in "Comments")	X			Up to 1000 accounts		
Network Printing	X		4			
Fax Capability (Walk-up & Network)	X					
Scanning Capability (Walk-up & Network)	Х					
Hole Punch Capability	Х			The state of the s		
Stapling Capability (list staple capacity in "Comments")	Х			50 sheet stapling and 5 sheet stapleless stapling		
Staples Included?	X			As per State of Florida approved USF Contract		
Toner Included?	X			As per State of Florida approved USF Contract		
Installation and Training Included?	X					
Technical/Repair Services? (Indicate Response Time in "Comments")	Х			5 Hr. guaranteed in person response time. 1 Hr. by Phone		
Total of Options			N/A	No options required unless reconfiguration is requested		
Cost per Copy - B/W		Х	\$.0059	Service billed per copy based on State of Florida Contract.		
Cost per Copy - Color		Х	\$.045	Service billed per copy based on State of Florida Contract.		
Company Name	RJY	oung C	company, In	ic.		
Representative Name	Chris	Bethe	a / Sales Ma	anager		
Representative Contact Number(s)	1-850-260-0610					
Date Quote Submitted				Date Due: Monday - August 1, 2016 by 4:30 PM		

Copies Included Package (if available)

Cost Per Month:	
B/W Copies Included:	0
Color Copies Included	0

Cost Per Copy - Overage B/W Copies	\$.0059 per copy			
Cost Per Copy - Overage Color Copies	\$.045 per copy			



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10426 County Administrator's Report 11. 15.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Single Source Procurement with Thompson Tractor

Company Machine Repair/Rebuid of a Caterpillar 725, 6x6 Articulated

Dump Truck

From: Pat Johnson, Department Director

Organization: Waste Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Single Source Procurement with Thompson Tractor
Company for Machine Repair/Rebuild of a Caterpillar 725, 6x6 Articulated Dump Truck Patrick T. Johnson, Waste Services Department Director

That the Board approve a Single Source Procurement with Thompson Tractor Company for a machine repair/rebuild of a Caterpillar 725, 6x6 Articulated Dump Truck, Serial #B1L00354, PN 58821, in the amount of \$223,831. In compliance with the Local Preference Initiative, this Single Source Procurement for Machine Repair/Rebuild was posted on the County website for 7 days. No proposals were received.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401]

BACKGROUND:

The Caterpillar 725, 6x6 Articulated Dump Truck, Serial #B1L00354, PN 58821, has been in operation at the Perdido Landfill for ten years. Current operating hours are in excess of 8,000. This equipment is an all-terrain unit used in Landfill Operations to maintain the facility in compliance with its FDEP Operating Permit. It is primarily utilized to transport cover materials to the active landfill site and perform routine site maintenance as required. In order to maintain the proper operation of this heavy equipment, it must be periodically reconditioned/repaired. By utilizing Thompson Caterpillar Company for these repairs, components are designed to meet manufacturer specifications and are replaced accordingly. This machine repair/rebuild results in an approximate savings of \$131,733 versus the cost of purchasing a new machine for approximately \$355,564 (2015 cost estimate).

BUDGETARY IMPACT:

Funding for this project is available in Fund 401, Solid Waste Fund, Cost Center 230314, Object Code 56401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Expenditures of \$50,000 or more must receive Board approval.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Purchase Order will be transmitted to the Office of Purchasing for processing.

Attachments

Single Source Purchase Thompson Tractor

Board of County Commissioners • Escambia County, Florida

SS 15-16.008

Intent to Purchase from Single Source

The Escambia County Waste Services Department is notifying of the intent to purchase the goods or services listed below through Purchase Order or contract from a single source, the only known provider- Thompson Tractor Company 2670 West Nine Mile Road Pensacola, Florida 32534. The estimated expenditure is \$223,831.00

Base Description:		
Year: Fiscal Year 15-16		

Information regarding known sources for the goods or services meeting the specifications for SS 15-16.008, should be forwarded to the Office of Purchasing, 213 Palafox Place, Pensacola, Florida 32502 on or before the date posted for notification.

Contact Information: Claudia Simmons, Manager casimmons@co.escambia.fl.us

Reference: SS 15-16.008

Posted	Tuesday, July 26, 2016	
Last Day for Notification	Monday, August 1, 2016	
Department Contact	Pat Johnson	

DESCRIPTION OF INTENDED SINGLE SOURCE PURCHASE

AGENCY: Waste Services Department

TITLE: Machine Repair/Rebuild of Caterpillar 725 6x6 Articulated Dump Truck

CONTACT:

Name: Patrick T. Johnsn Address: 13009 Beulah Rd. Telephone: (850) 937-2160

Email: ptjohnson@myescambia.com

Internal tracking number, if any:

Date Posted:

Last Day for receipt of information:

This description of commodities or contractual services intended for purchase from a single source is posted in accordance with section 287.055(5)(c), Florida Statutes and will remain posted for a period of at least 7 business days.

<u>Commodity or Service Required</u> (commodity class and group, manufacturer, model, and description, as appropriate):

Machine repair/rebuild of a Caterpillar 725 6x6 Articulated Truck, Serial #B1L00354, PN 58821

Quantity or Term (as appropriate):

1 Machine Repair/Rebuild

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

Operations Division, Waste Services Department

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

Original Equipment Manufacturer (OEM) parts are necessary for the repair and rebuild of this piece.

Intended source (vendor, contractor)

Thompson Tractor Company

Estimated Dollar Amount:

\$223,831

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

Thompson Tractor is the Caterpillar Original Equipment Manufacturer (OEM) dealer for this area Caterpillar assigns the service area for their dealers; thus, other dealers cannot sell in this area. Approved By: (names & titles, as appropriate, e.g., requestor, requestor management, information systems, budget, purchasing):

Director:

Patrick T. Johnson



Board of County Commissioners • Escambia County, Florida

Patrick T. Johnson, Dir. Waste Services Department

MEMORANDUM

TO:

Jack Brown, County Administrator

THRU:

Amy Lovoy, Assistant County Administrator

FROM:

Patrick Johnson, Waste Services Department Director

DATE:

July 21, 2016

RE:

Single Source Purchase for Repair _Rebuild of Heavy Equipment

Concerning Description of Intended Single Source Purchase of Articulated Truck:

Articulated haulers are used throughout the industry for landfill site maintenance for cover requirements, maintenance of landfill cap, storm water systems, waste handling, etc. They are all wheel drive (AWD) units designed for all-terrain use in inclement weather which makes them very effective in meeting permit requirements of landfill operations.

Historically, we have recommended a new machine purchase once an existing hauler has reached the approximate useful life (age and/or operating hours) of the unit we are recommending to rebuild. However, in order to reduce overall equipment budget for the Department, a rebuild is being recommended.

Regarding a lease or lease to purchase arrangement for procurement of new equipment, if it is the intent to own the particular piece of equipment, the preferred procurement method has been a cash purchase of equipment to eliminate interest charges. Additionally, the Clerk of Courts has frowned upon lease agreements because of the additional interest expense.

Because this unit is Caterpillar and performing medium duty production work, a rebuild is expected to extend the useful life of this unit for a minimum of 8+ years for less cost than the purchase of a new unit. The price for the rebuild is quoted to be \$223,831 as compared to the price of a new unit for approximately \$355,564, for a total savings of \$131,733. For the successful rebuild of this unit, it is recommended original equipment manufacturer parts and supplies be utilized.



Memo: Jack Brown thru Amy Lovoy

Single Source Purchase for Repair _Rebuild of Heavy Equipment

Pg Ž

Overall maintenance and performance of the rebuilt unit will be monitored closely and data collected in order to evaluate future rebuilds of same type units.

Enclosures: Description of Intended Single Source Purchase

Rebuild vs New Purchase Analysis Articulated Truck Rebuild Quote

Articulated Truck Quote - New (National IPA Contract - RFP#120377)

Articulated Truck Pic

Thompson



Thompson Caterpillar 2670 West Nine Mile Road Pensacola, FL 32534 850.471.6700



MACHINE REPAIR ESTIMAT

CUSTOMER NAME:

Escambia County Solid Waste

DATE:

15-May-2016

CUSTOMER #:

2681000

MODEL:

725

ADDRESS:

ATTENTION:

Dennis

SERIAL #:

B1L00354

QUOTE EXP:

14-Jun-2016

I am pleased to offer the following estimate for repairs to your Caterpillar . All repairs performed are to meet or exceed standards set forth by Caterpillar Inc. It is our goal to minimize downtime and assist you with reducing owning and operating costs associated with equipment in the construction industries. This estimate includes prices for both parts and labor to perform necessary repairs. Estimate does not include sales tax, freight, or truck charges for field service repairs. Any components discovered during the repair process needing additional attention will be estimated and discussed with you before ANY repairs are performed. As always, your business is greatly appreciated and please feel free to contact me with any questions or concerns you may have. Thank You.

DESCRIPTION	PRICE
Clean Machine	2500.00
Recondition Engine	33000.00
Recondition Transmission	24000.00
Recondition Final Drives, Axles, Differintials	51000.00
Recondition Suspension Cylinders	6500.00
Recondition Hydraulics	21000.00
Recondition Radiator and Guards	7400.00
Recondition Drive Shafts	2500.00
Recondition Brakes	6500.00
Recondition Cab and A/C	18000.00
Recondition Body	7500.00
Recondition Frame	11500.00
Paint Machine	7500.00
Product Link PLE641	1800.00
3 Year / 5000 Hour Warranty	23131.00
*Engine Warranty \$4834.00	
*Transmission and Transfer Gear Warranty \$5947.00	
* Final Drive and Axle Warranty \$7979.00	
Differintial Warranty \$4361.00	
Total Cost of Repairs	\$ 223,831.00

Philip Hamilton Product Support Sales Representative philiphamilton@thompsontractor.com 850.324-8209 cell 850.471.0722 fax

Customer Signature

Waste Services Rebuild vs. New Purchase Analysis

Item Co	ost -New	Rebuild Cost
Articulated Dump Truck	\$355,564.00	\$200,700.00
Less Sales Value:	-\$40,000.00	\$0.00
Net Cost:	\$315,564.00	\$200,700.00
Useful Life (yrs):	10.00	8.00
Amortized Cost/Year:	\$31,556.40	\$25,087.50



May 27, 2015

Escambia County Solid Waste 13009 Beulah Road Cantonment, FI Cust # 2681000

Thompson Tractor Company is pleased to offer the following machine for your consideration One (1) New Caterpillar 725C Articulated Truck 2015 Factory ship

378-9794 725C ARTICULATED TRUCK\$450,760
364-2247 BODY, STANDARD
369-3745 EXHAUST, STANDARD
397-2858 TAILGATE, SCISSOR
373-3664 NO ROOF LIGHTS
433-2087 CHASSIS, STANDARD
416-4354 MIRROR, STANDARD
324-7017 SEAT, STANDARDNC
465-2657 BLUETOOTH RADIO STEREO SYSTEM
443-7475 TIRES, 23.5R25 MX ** XADN+ E-3\$2810
363-7685 BEACON, LED

Use of the Governmental Contract Initiative (GOV-13-TUCS) with the City of Tucson / National IPA Contract – RFP#120377.

\$468,320 Total Caterpillar list price for specified items \$-65,565 14% of list discount per NIPA contract \$402,755 Sub

\$ 5,239 Allowable in bound freight and delivery per contract \$15,760 5 year or 7500 hour power train warranty, first 12 mo full machine

\$423,754 Total selling price including non specified items

\$-68,190 Additional loyal customer discount from Thompson Tractor Company

\$355,564 Total transaction price.

Offer is extended on machines delivered before December 31, 2015. Any price adjustment from the manufacturer after January 1, 2016 will recognized if delivered in 2016.

D. Rucker Brown

Thompson Tractor Company
D. Rucker Brown
Sales Representative
261-363-6266 (cell)
ruckerbrown@thompsontractor.com





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10738 County Administrator's Report 11. 16.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Third Amendment to Agreement for Inmate Food Service PD13-14.065

From: Chip Simmons, Assistant County Administrator

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Third Amendment to the Agreement for Inmate Food Service - Chip W. Simmons, Assistant County Administrator

That the Board approve the Third Amendment to the Agreement for Inmate Food Service, PD 13-14.065, between Escambia County, Florida, and Aramark Correctional Services, LLC, which provides the food service to the Escambia County Jail and the Escambia County Work Release Facility. This Amendment increases the price per meal by \$0.0212, and will bring the total price per meal from \$0.8022 to \$0.8234, for both the Escambia County Jail and the Escambia County Work Release Facility, effective October 1, 2016.

[Funding will be available to cover this increased cost in General Fund 001; Jail Detention Cost Center 290401, Object Code 53401 and Misdemeanor Probation Fund 114; Residential Probation Cost Center 290305; Object Code 53401]

BACKGROUND:

On September 25, 2014, after a competative bidding process facilitated by the Escambia County Office of Purchasing, Escambia County entered into Agreement PD13-14.065 with Aramark Correctional Services, LLC to provide food service to the Escambia County Jail and the Escambia County Work Release Facility. Section 5 of the original agreement noted the fact that the prices as bid expired on September 30, 2015 and therafter, for each 12 month period, the contract could submit a written request for a price adjustment. The request received from Aramark was accompanied by written justification outlining that there has been a 2.64% increase in Food Away From Home category of the CPI as identified by the Bureau of Labor Statistics for the period ending June 2016.

BUDGETARY IMPACT:

Funding will be available to cover this increased cost in General Fund 001; Jail Detention Cost Center 290401; Object Code 53401 and Misdemeanor Probation Fund 114; Residential Probation Cost Center 290305; Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

This amendment has been reviewed by Kristin, Hual, Assistant County Attorney, and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Escambia County Board of County Commissioners' policy requires contract amendments to be Board approved.

IMPLEMENTATION/COORDINATION:

Contract requirements will be carried out by Escambia County Department of Corrections.

Attachments

Aramark Request Letter

Third Amendment to Agreement For Inmate Food Service PD13-14.065



July 18, 2016

Honorable Chip Simmons Escambia County Corrections 221 Palafox Place Pensacola, FL 32502

Re: Food Service Price Adjustment Request

Region Cophelly

Dear Mr. Simmons

I would like to take this opportunity to thank you for allowing us to provide food services at your facilities.

Our agreement allows for price adjustment annually based on the "effective date" memorialized in agreement which is 25 September 2014. Subsequent to the execution of the agreement, Escambia County, FL requested a delay to Aramark's start date due to concerns with its incumbent food service provider. Aramark agreed to delay its start up.

Aramark respectfully requests a \$0.0212 increase in its food price per meal for food services at Escambia County's detention facilities effective 1 October 2016. The requested price per meal increase to \$.8234 is based on the following factors:

Bureau of Labor Statistics reflects a 2.64% increase in Food Away From Home Year over Year May

Would you review the Market Basket and CPI FAFH information and consider Aramark's request for price adjustment?

Thank You,

Reggie Campbell District Manager (850) 322-2292

Escambia County Jail

Market Basket Price Redetermination Statement Period Ended May 31

May FY 2016 CPI Food Away from Home Index

2.64%

Greater of Market Basket to May CPI - Food Away from Home

2.64%



TU.S. Bureau of Labor Statistics

Economic News Release

Consumer Price Index Summary

Transmission of material in this release is embargoed until 8:30 a.m. (EDT) July 15, 2016 USDL-16-1457

Technical information: (202) 691-7000 Reed.Steve@bls.gov www.bls.gov/cpi Media Contact: (202) 691-5902 PressOffice@bls.gov

CONSUMER PRICE INDEX - JUNE 2016

The Consumer Price Index for All Urban Consumers (CPI-U) increased 0.2 percent in June on a seasonally adjusted basis, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index rose 1.0 percent before seasonal adjustment.

For the second consecutive month, increases in the indexes for energy and all items less food and energy more than offset a decline in the food index to result in the seasonally adjusted all items increase. The food index fell 0.1 percent, with the food at home index declining 0.3 percent. The energy index rose 1.3 percent, due mainly to a 3.3-percent increase in the gasoline index; the indexes for natural gas and electricity declined.

The index for all items less food and energy increased 0.2 percent in June. The shelter index rose 0.3 percent, and a broad array of indexes also increased, including medical care, education, airline fares, motor vehicle insurance, and recreation. In contrast, the indexes for used cars and trucks, apparel, communication, and household furnishings and operations all declined in June.

The all items index rose 1.0 percent for the 12 months ending June. This is the same increase as for the 12 months ending May, but smaller than the 1.7 percent average annual increase over the past 10 years. The index for all items less food and energy rose 2.3 percent for the 12 months ending June, a larger increase than the 2.2 percent rise for the 12 months ending May, and above the average annual rate of 1.9 percent over the past 10 years.

Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

Seasonally adjusted changes from preceding month

Un-

	Dec. 2015	Jan. 2016	Feb. 2016	Mar. 2016	Apr. 2016	May 2016	June 2016	adjusted 12-mos. ended June 2016
All items	1	.0	2	.1	. 4	.2	.2	1.0
Food	2	. 0	. 2	2	.2	2	1	.3
Food at home	4	2	.2	5	.1	5	3	-1.3
Food away from home (1)	.1	. 3	.1	.2	.2	. 2	.2	2.6
Energy	-2.8	-2.8	-6.0	.9	3.4	1.2	1.3	-9.4
Energy commodities	-4.8	-4.8	-12.5	1.9	7.8	2.4	3.3	-15.3
Gasoline (all types)	-4.8	-4.8	-13.0	2.2	8.1	2.3	3.3	-15.4
Fuel oil (1)	-7.8	-6.5	-2.9	1.7	1.9	6.2	3.3	-19.6
Energy services	7	7	. 1	.2	1	. 2	5	-2.5
Electricity Utility (piped) gas	4	7	2	. 4	3	2	5	-1.8
service	-1.9	6	1.0	7	.6	1.7	4	-5.0
energy Commodities less food and	.2	.3	.3	.1	.2	.2	. 2	2.3
energy commodities	1	. 2	.3	2	1	2	2	6
New vehicles	.0	.3	.2	.0	3	1	2	4

THIRD AMENDMENT TO AGREEMENT FOR INMATE FOOD SERVICE PD13-14.065

THIS AMENDMENT is made and entered into on this ____ day of ______, 2016, by and between Escambia County, political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a foreign for-profit limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on September 25, 2014, the County previously entered into an agreement with Contractor for Inmate Food Service for the Escambia County Jail (PD 13-14.065) wherein the County agreed to pay Contractor at a rate of 0.779 per meal; and

WHEREAS, on December 11, 2014, the parties entered into the First Amendment to the Agreement to amend the provision relating to the term of the Agreement so as to delay the commencement of inmate food service until April 1, 2015; and

WHEREAS, on January 7, 2016, the parties entered into the Second Amendment to the Agreement to increase the price per meal by <u>0.0232</u> from the original bid price of 0.779 to **0.8022** with the cost increase to applied retroactively effective October 1, 2015; and

WHEREAS, On July 18, 2016, the Contractor submitted a second request for a price adjustment to increase the price charged per meal by an additional <u>0.0212</u> with said increase to take effect on October 1, 2016; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the County and Contractor agree to amend the Agreement as follows:

- 1. The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Effective October 1, 2016, **Exhibit C** to the Agreement is amended to reflect that the Price Per Meal for all food services provided by Contractor for Escambia County Corrections shall be increased by an additional sum of 0.0212 from 0.8022 to **0.8234**.

- 3. The parties hereby agree that all other provisions of the Agreement, as amended, that are not in conflict with the provisions of this Amendment shall remain in full force and effect.
- 4. That the Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

	subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.
ATTEST: Pam Childers Clerk of Court	By: Grover C. Robinson, IV, Chairman
By: Deputy Clerk (SEAL)	Date: BCC Approved:
	CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC
Witness	Ву:
Witness	Date:

Approved as to form and legal sufficiency.

By/Title:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10737 County Administrator's Report 11. 17. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Approval of Memorandum of Understanding between The School

Board of Escambia County, Florida and Escambia County, Florida

From: Chip Simmons, Assistant County Administrator

Organization: Corrections

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida - Chip W. Simmons, Assistant County Administrator

That the Board take the following action concerning a Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida:

A. Approve the Memorandum of Understanding between the School Board of Escambia County, Florida, and Escambia County, Florida, that provides for vocational training of incarcerated adult students located at the Escambia County Road Prison, for a not-to-exceed amount of \$55,564.50, (\$30,564.50 for full time vocational instructor, \$5,000 for part time certified testing administrator, \$20,000 for materials, equipment and supplies); and

B. Authorize the Chairman to execute the Agreement.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 290205, Inmate Commissary]

BACKGROUND:

The School Board and the County are mutually committed to the development of a curriculum that meets the educational, mental health and social welfare needs of adult students incarcerated at the Escambia County Road Prison. The agreement will provide career, technical and adult education to those inmates/students that are eligible for the program.

BUDGETARY IMPACT:

The Inmate Commissary cost center will cover the costs of the agreement. Funding is available in the Transportation Trust Fund 175, Inmate Commissary Cost Center 290205.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has certified that the agreement is in order and legally sufficient.

PERSONNEL:

The Inmate Commissary cost center will cover personnel costs of the agreement. Funding is available in the Transportation Trust Fund 175, Inmate Commissary Cost Center 290205.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation complies with County Ordinance, Chapter 46, Article II, Section 46-64, providing for Board approval of all agreements/contracts.

IMPLEMENTATION/COORDINATION:

The Road Prison staff will implement the terms of this agreement on behalf of the County, and the School District staff will implement the terms of this agreement on behalf of the School Board.

Attachments

2016-2017 School Board Memorandum of Understanding

THE SCHOOL DISTRICT OF CURRICULUM AND INSTRUC SCHOOL BOARD AGENDA I	CTION	Item Number: V.b.1. K.2.	
Memorandum of Understanding of Escambia County, Florida and		Di. Wichelle Taylor, Director, Workforce Education	
PERIOD OF GRANT/CONTRACT/REQUEST	FUNDINGSOURCE	PROJECT COORDINATOR AND DEPARTMENT	
July 1, 2016 through June 30, 2017	Workforce Education	Thomas Rollins, Principal, George Stone Tech Center	
AMOUNT OF FUNDING REQUEST - Is amount more, less or same as last year? (Explain differences at end of Purpose section if additional space is required.) \$30,564.50* More		TOTAL PROJECT – Is the amount more, less or same as last year? \$86,129.00** More	
1/2 of salary and benefits with po	ssible increase		

PURPOSE

To provide vocational training to incarcerated adults at the Escambia Road Prison.

- *Salary and benefits are based on actual instructor salary with estimated annual increase of up to 3%.
- ** Cost of position is shared equally with Escambia County, Florida. Testing and supply costs of \$25,000 to be paid by the Escambia County, Florida.

IMPLEMENTATION PLAN

- 1. Provide the Test of Adult Basic Education (TABE) to incarcerated adults.
- 2. Identify and enroll incarcerated adults in the Welding Program.
- 3. Provide technical instruction to enrollees.
- 4. Document Occupational Completion Points of enrollees' progress toward program completion.
- 5. Assist program enrollees exiting incarceration with job placement services.

PARTICIPATING SCHOOLS/AGENCIES

George Stone Technical Center

Escambia County, Florida

Escambia County, Florida, Road Prison

ACTION REQUIRED

Board Approval

STRATEGIC ALIGNMENT - Include Pillar, Goal and Measurable Objective as outlined in the current Strategic Plan.

PILLAR: Quality

GOAL: GOAL Q.1: To increase rigor at all levels

MEASURABLE OBJECTIVE:

Q.1.8. Increase postsecondary measures through program placement, adult education completion, and industry certifications.

Muchile S. Dyes	6/2/16	
ASSISTANT SUPERINTENDENT	DATE	DATE OF BOARD APPROVAL
Tallancamo	5/26/16 ES	APPROVED CAMBIA COUNTY SCHOOL BOARD

Revised: March 2015 Retention: 5 years

Return this ORIGINAL document to Holley DeWees, Superintendent's Office 75 N Pace Blvd, Pensacola, FL 32505

To be filed in the School Board Record Book DO NOT disassemble this packet for any reason

JUN 2 1 2016

MALCOLM THOMAS, SUPERINTENDENT VERIFIED BY RECORDING SECRETARY

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA AND ESCAMBIA COUNTY, FLORIDA

The School Board of Escambia County, Florida (hereinafter referred to as the "School District" or "School Board"), and Escambia County, a political subdivision of the State of Florida (hereinafter referred to as the "County"), enter into this Memorandum of Understanding (MOU).

The parties agree to the following:

1. PURPOSE

The School District and the County are mutually committed to cooperating in the development of programs designed to provide a comprehensive system of care that meets the health, educational, mental health, and social welfare needs of adult students in incarcerated settings.

Because each agency has specific statutory responsibilities and resources to provide for the needs of these adult students, it is only through a concerted effort of interagency cooperation that a full and appropriate array of services can be assured.

The School District and the County hereby pledge to develop and support joint program initiatives that will facilitate the more effective and efficient delivery of services for adult students served in incarcerated settings.

This MOU ensures that the School District and the County cooperatively plan for the provision of career and technical education to incarcerated adult students at the Escambia County Road Prison who are eligible and in need of such services.

2. INTER/INTRA-AGENCY LINKAGES

- A. The School District and the County's Road Prison staff are mutually committed to cooperating in the development of programs designed to provide a system that meets the educational and vocational needs of adult students served by both agencies.
- B. The School District and the County's Road Prison staff each work cooperatively to minimize the difficulties caused by the differences in laws, statutes, administrative rules, policies, and procedures governing each agency.
- C. The County's Road Prison staff acknowledges, respects, and abides by classroom rules and regulations developed by the administrator and employees of the School District and agreed to by the County's Road Prison staff.

- D. Both parties strive for continuity and coordination of services across residential and educational programs. Examples are as follows:
 - 1. Establish a single intake procedure conducted by facility and school staff.
 - 2. Staff from both agencies meet on a regular basis to plan, monitor, and evaluate student progress and overall program effectiveness.
 - 3. There is mutual understanding on any new program to be developed within the scope of the educational services provided by the School District.

3. ROLES AND RESPONSIBILITIES

The County and the School District agree that the stated purposes can be achieved only through coordinated planning, resource sharing, and staff training.

A. MUTUAL RESPONSIBILITIES

To accomplish this goal, the agencies mutually agree to the following:

- 1. Assign staff that meets regularly to exchange pertinent information regarding regulations and policies.
- Share the responsibility in developing an instructional calendar that
 complies with all collective bargaining labor agreements and addresses the
 unique challenges related to delivering vocational education in a prison
 setting. The instructional calendar shall include Saturday classes and
 extended work days.
- 3. Conduct joint facility needs assessment, planning, implementation, and evaluation activities.
- 4. Share the responsibility for addressing needs identified in complying with required standards as related to Council on Occupational Education accreditation.
- 5. Monitor and effectively implement state legislation concerning the education of students in incarcerated settings.
- 6. Share applicable client/student information consistent with rules and regulations dealing with confidentiality.
- 7. Share the responsibility for providing technical assistance in the development, implementation, and evaluation of effective programs.

- 8. Disseminate this MOU to appropriate personnel in each agency and provide technical assistance in the implementation of the requirements of the MOU.
- 9. Jointly develop transition strategies to assist adult students exiting the Escambia County Road Prison facility with their next placement. The transition strategies may include job placement and/or placement at George Stone Technical Center's main campus.
- 10. To the extent possible, the assignment of instructional personnel to the program will be discussed with the County's Road Prison director prior to making the assignment final.
- 11. Jointly provide support for educationally appropriate projects completed by students under the supervision of an instructor that enhances the student's understanding of the subject matter and that is of value to the School District, the County's Road Prison, and the citizens of Escambia County, Florida.

B. RESPONSIBILITIES OF THE COUNTY

To implement this MOU, the County's Road Prison staff shall:

- 1. receive technical assistance from the School District regarding the development of any rules/policies pertaining to the provision of educational programs for students in the County's Road Prison facility consistent with state and federal laws, rules, and regulations.
- 2. receive and utilize the information regarding educational best practices for adult students in the County's Road Prison facility disseminated by the Florida Department of Education, Division of Public Schools, Bureau of Student Services.
- 3. participate and assist in the monitoring and evaluation of programs for adult students served in the County's Road Prison setting to ensure compliance with applicable state and federal laws, rules, and regulations.
- 4. be responsible for resources as identified in Section 5.A.1.

C. RESPONSIBILITIES OF THE SCHOOL DISTRICT

To implement this MOU the School District shall:

1. provide technical assistance in the development and implementation of any rules/policies developed by the County's Road Prison staff pertaining to the provision of educational programs.

- 2. disseminate information about and assist in the development and adoption of promising educational practices for adult students at the County's Road Prison.
- 3. provide all instructional recordkeeping functions related to attendance, progress, certificates, and industry credentials, as well as all functions related to maintaining permanent student transcripts.
- 4. coordinate activities for the identification and evaluation of basic skills for adult students served in educational programs at the County's Road Prison.
- 5. provide general supervision of educational services through
 - a. reviewing the procedures and documents for providing education programs to determine compliance with provisions of this MOU and applicable State Board of Education rules; and
 - b. monitoring and evaluation of education programs provided by or through the County's Road Prison facility for students to ensure compliance with Florida statutes, applicable federal and state laws, rules, and regulations.

4. ADMINISTRATIVE PROCEDURES

A. TERM

This MOU shall become effective with the appropriate signatures of the Chairs of the School Board and the Escambia County, Board of County Commissioners. This MOU may be terminated upon thirty (30) days notice by either party. This MOU will be reviewed annually and may be amended by the written request of either agency at any time. Any amendments or modifications will only become effective by mutual understanding.

B. CONFIDENTIALITY

Each agency will protect the rights of adult students and clients with respect to records created, maintained, and used by public institutions within the state. It is the intent of this MOU to ensure that students and clients have the rights of access, rights of challenge, and the rights of privacy with respect to records and reports, and that applicable laws and regulations for this right shall be strictly adhered to.

5. ALLOCATION OF RESOURCES

So that the mutually agreed upon objectives of this MOU can be adequately met, resources from the School District and County will be allocated based on the previously identified roles and responsibilities of each agency.

A. The County agrees to the following:

- 1. To maintain responsibility and make final decisions relative to student care to include; security, housing, feeding, clothing, non-instructional record keeping, evaluation, discipline, medical services, transportation, counseling and psychological services, and supervision of adult students including when in the education program.
- 2. To provide facilities, including utilities and maintenance, to house the educational programs and provide reasonable protection of School District property.
- 3. To purchase and maintain materials, equipment, and supplies used in the student education programs not to exceed twenty thousand dollars (\$20,000).
- 4. To maintain no less than twenty (20) students per class for direct student instruction consistent with the School District's guidelines for attendance and satisfactory academic progress.
- 5. To select students that will be in attendance for a minimum of three hundred (300) clock hours for the 2016-2017 school year.
- 6. To provide compensation for a part-time certified testing administrator at his/her regular rate of pay, not to exceed five thousand dollars (\$5,000).
- 7. To provide compensation for fifty percent (50%) of the salary of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School Board approval. Salary will be based on the current, Board approved instructional salary schedule.

Documentation for reimbursement of the testing administrator's part-time salary and fifty percent (50%) of one (1) full-time certified vocational instructor's salary shall be by monthly invoice.

B. The School District agrees to the following:

1. To provide a public education, including but not limited to, vocational and career guidance services to adult students, consistent with all state and federal rules, regulations, and laws.

- 2. To deposit revenue generated from training project sales into the George Stone Technical Center Training Program Internal Account. All funds from project sales are to be used in support of training-related activities at the County's Road Prison. All funds are to be handled consistent with existing School District policies and procedures.
- 3. To provide necessary instructional materials and resources to ensure compliance with the programs' objectives and curriculum frameworks.
- 4. To staff and compensate fifty percent (50%) of the salary of one (1) full-time certified vocational instructor at the regular rate of pay for ten (10) months plus summer school with School Board approval.
- 5. To provide twenty-five (25) hours of instruction weekly in each educational program, to include Saturday class and extended days.

6. INTERAGENCY DISPUTES

In the event of any conflict regarding the execution of this MOU, the parties will exchange written statements outlining the party's understanding of the conflict, the party's position and justification therefore, and suggested resolution. Within a reasonable time after this exchange, the administrators listed in Paragraph 10 below will meet in an effort to resolve the issue(s). In the event this effort is unsuccessful, the Conflict Resolution Procedures provided in Ch. 164, F.S. will be followed.

7. ASSESSMENT

The parties shall:

- A. Develop an integrated assessment process to ensure that all adult students are evaluated for the purpose of determining the most appropriate educational programs.
- B. Collaboratively define assessment protocols for intake and educational services.

8. CLASSROOM MANAGEMENT AND ATTENDANCE

The parties mutually agree to comply with the School Board approved policies and procedures for classroom management and attendance consistent with procedures at George Stone Technical Center.

9. PROFESSIONAL LEARNING

The parties mutually agree to ensure the following:

- A. Professionals serving students are appropriately certified according to Florida law and position qualifications.
- B. To the extent possible, both parties will provide appropriate professional learning opportunities for instructional personnel related to their responsibilities under this MOU.
- C. Pre-service, inservice, and professional learning programs will be joint efforts and cooperatively developed and provided.

10. AGENCY REPRESENTATIVES

The name and address of the administrator responsible for the County is:

Commander Charles Snow Escambia County Road Prison 601 Highway 297A Cantonment, Florida 32533

The name and address of the administrator responsible for the School District is:

Thomas J. Rollins, Principal George Stone Technical Center 2400 Longleaf Drive Pensacola, Florida 32526

11. INDEMNIFICATION

Each party agrees to be fully responsible up to the limits of §768.28, Florida Statutes, for its acts of negligence, or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

12. GENERAL CONDITIONS

- A. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or to subject such an agency or political subdivision to liability above the limits of §768.28, Florida Statutes.
- B. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this MOU. None of the parties intend to directly or substantially benefit a third party by this MOU. The parties agree that there are no third party beneficiaries to this MOU and that no third party shall be entitled to assert a claim against any of the parties based upon this MOU. Nothing herein

- shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- C. Non-Discrimination. The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this MOU because of race, age, religion, color, gender, national origin, marital status, disability, genetic information, or sexual orientation.
- D. Termination. This MOU may be terminated with or without cause by either party upon providing thirty (30) days written notice to the other party. Any termination upon default or breach of a material term shall be immediate, unless the nonbreaching party elects otherwise.
- E. Records. Each party shall maintain its own respective records and documents associated with this MOU in accordance with state and federal law and the records retention requirements applicable to its records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to §119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
- F. Confidentiality. The parties acknowledge that as a result of the relationship that the parties, their agents, and employees may be given access to or acquire information which may be proprietary to and/or confidential to the respective parties and those they service. Any and all such information obtained by either party or their respective employees shall be deemed confidential and/or proprietary, as the case may be. Each party agrees to hold such information in strict confidence and not to disclose such information or to use such information for any purpose whatsoever other than the provision of services under this MOU. Each party agrees to advise its agents and employees of the obligation to keep such information confidential and to obtain their understanding to do so.
- G. Entire MOU. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and 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 MOU that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or understandings, whether oral or written.
- H. Amendments. No modification, amendment, or other alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this MOU and executed by each party hereto.
- I. Preparation of MOU. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full

and complete understanding of all rights and obligations herein and that the preparation of this MOU has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- J. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this MOU and, therefore, is a material term hereof. Any party's failure to enforce any provision of this MOU shall not be deemed a waiver of such provision or modification of this MOU. A waiver of any breach of a provision of this MOU shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this MOU.
- K. Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU.
- L. Governing Law. This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this MOU and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the First Judicial Circuit of Escambia County, Florida.
- M. Binding Effect. This MOU shall be binding upon and ensure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto represent and warrant that the execution and delivery of this MOU has been duly authorized by all necessary corporate action.
- N. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this MOU if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.
- O. Severability. In case any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this MOU shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.
- P. Captions. The captions, section numbers, article numbers, title and headings appearing in this MOU are inserted only as a matter of convenience and in no way

define, limit, construe or describe the scope or intent of such articles or sections of this MOU, nor in any way effect this MOU and shall not be construed to create a conflict with the provisions of this MOU.

- Q. Authority. Each person signing this MOU on behalf of either party individually warrants that he or she has full legal power to execute this MOU on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this MOU.
- Necessary Acts. The parties will execute and deliver such further instruments and R. do such further acts and things as may be reasonably required to carry out the intent and purposes of this MOU.

NOW IN WITNESS WHEREOF, this MOU effective July 1, 2016, has been executed on the respective dates under each signature, by and on behalf of the School Board of Escambia County, Florida and Escambia County, Florida.

THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA	BOARD OF COUNTY COMMISSIONERS, ESCAMBIA COUNTY, FLORIDA	
By: Bill Slayton, Chajr	By: Grover C. Robinson, IV, Chairman	
Date:	Date:	
Attest:	Attest: Pam Childers, Clerk of the Circuit Court	
BY: <u>Malcolm Thomas</u> , Superintendent	BY:	
	BCC Approved:	
APPROVED FOR LEGAL CONTENT FOR MAY 2 5 2016	APPROVED ESCAMBIA COUNTY SCHOOL BOARD JUN 2 1 2016	
GENERAL COUNSEL ESCAMBIA COUNTY SCHOOL BOARD	MALCOLM THOMAS, SUPERINTENDENT VERIFIED BY RECORDING SECRETARY	

Return this ORIGINAL document to Holley DeWees, Superintendent's Office 75 N Pace Blvd, Pensacola, FL 32505

To be filed in the School Board Record Book DO NOT disassemble this packet for any reason

Approved as to form and legal sufficiency

Page 10 of 10



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10739 County Administrator's Report 11. 18.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Purchase of Two Ambulances for Public Safety VE 15-16.018

From: Mike Weaver, Department Director

Organization: Public Safety

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Two New Ambulances for the Public Safety Department - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the purchase of two new ambulances:

A. Authorize the County to utilize the State of Ohio State Term Contract STS233, in accordance with the Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval; and

B. Authorize the issuance of a Purchase Order for two Navistar 4300 Series Chassis, for the Public Safety Department, to Halcore Group, Inc., (d/b/a Horton Emergency Vehicles), in the amount of \$497,040, according to the Specification Number VE 15-16.018, Public Safety VE Purchase #4 Medium Emergency Medical Vehicle.

In an effort to encourage competition from local businesses and in compliance with Board-adopted policy, this purchase was advertised on the County's website for 30 days. There were zero responses.

[Funding: Fund 408, Emergency Services Fund, Cost Center 330302, EMS Operations, Object Code 56401]

BACKGROUND:

In accordance with Board Policy adopted on September 16, 2013 regarding the posting of pending vehicle and equipment purchases sourced from State of Florida Contracts, Federal Schedules or other Purchasing Cooperative contracts sanctioned for use by Escambia County, Florida Board of County Commissioners to allow for local vendors to make offers that meet or beat the stated purchase price, specifications for VE 15-16.018 Public Safety Department Vehicle Purchase was posted beginning June 30, 2016 for a period of 30 days. A quote was obtained by Horton Emergency Vehicles Company, for the purchases based on the specifications in VE 15-16.018. No other quotes were

received on this posting.

BUDGETARY IMPACT:

Funding: Fund 408, Emergency Services, Cost Center 330302, EMS Operations, Object Code 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; exemptions; and Section 46-64, Board approval, and Award a Purchase Order.

In an effort to encourage competition from local businesses and in compliance with Board adopted policy, this purchase was advertised on the County's website for 30 days. There were zero responses.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

VE 15-16.018

Quote



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager Office of Purchasing

The Public Safety Department of Escambia County, Florida desires to purchase:

Quantity: Two (2) ea.

Base Description:

Year: 2017

Model: MEDIUM EMERGENCY MEDICAL VEHICLE

Color: Manufacturer's Fleet White

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

90-120 days after receipt of order

Maximum Budgeted Purchase Amount:

\$248,520.00 Each

\$497,040.00 Total

VE 15-16.018 Public Safety VE Purchase #4 Medium Emergency Medical Vehicle



ESCAMBIA COUNTY EMS

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Year: 2017

Chassis: Type:

Model:

Rev 1 Print Features 11941

CATEGORIES:

A	~1	
\boldsymbol{A}	I h	assis
Л	\mathbf{c}_{m}	assis

- B Body Connection Pass Thru Type
- BH Chassis Accessories
- BL Chassis Electrical
- C Conversion Model
- CB Module Body Modifications
- D Module Body Hardware
- E Paint and Striping
- F Cabinet Doors, Handles and Hardware
- G Interior Colors
- H Interior Cabinets, Streetside
- I Interior Cabinets, Curbside
- J Front Wall Cabinets
- K Interior Accessories and Trim
- L Cot Mount, and Patient Handling
- M Warning Systems, Visual
- MN Warning Systems, Audible
- O Lights, Non Emergency
- P Electrical Power Group
- Q Heat, Ventilation, Air conditioning
- R Console, Radio, and communications
- T Oxygen and Suction
- U Lettering and Graphics
- Z Other

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ESCAMBIA COUNTY EMS

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941

Year: Chassis:

Model:

2017

Option Std Oty Header/Description/Data

Proposal Total

AA000000 1 1 SPECIFICATION FOR A NEW EMERGENCY MEDICAL VEHICLE

AB Feature List

AC CHASSIS

AI CHASSIS

AIN12017 0 1 CHASSIS, 2017 4300LP, 102" C/A

The chassis required to complete the ambulance conversion shall be supplied by Horton. See chassis specification for further information.

!!! SEE QUOTE #826-01

AINSP001 0 1 SPECIAL INSTRUCTION FOR CHASSIS

- !!! USE OLD STYLE BELLOWS MATERIAL.
- !!! INSTALL A TRIM RING AROUND THE CAB SIDE OF THE PASS-THROUGH TO DUPLICATE PREVIOUS VEHICLES. TRIMLOCK MUST BE GLUED IN PLACE.

AJNSPICO 1 1 CHASSIS INTERIOR COLOR SHALL BE GRAY

B CHASSIS MODIFICATIONS, HARDWARE AND ACCESSORIES

ESCAMBIA COUNTY EMS

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941

 Year:
 2017

 Chassis:
 102"

 Model:
 100"

Option Std Oty Header/Description/Data

Proposal Total

BH02F000 1 1 HUB & LUG NUT COVERS, STAINLESS FOR 19.5

Polished stainless steel hub and lug nut covers shall be installed on all four outside wheels.

BH02H000 1 1 TIRE SIZE, 19.5", MEDIUM DUTY:

This vehicle is specified to have 19.5" tires.

BH02J000 0 1 CHASSIS IS EQUIPPED WITH AIR BRAKES:

This vehicle is specified to have air brakes. Note that proper tire clearances are allowed.

BH040000 1 1 CHASSIS IS EQUIPPED WITH HORIZONTAL EXHAUST

The chassis specified above is to include a horizontal exhaust.

BH04F000 1 1 STANDARD HEIGHT CAB

The chassis specified above will have the standard cab height.

BH06A000 0 1 WIDE DOCK BUMPERS

Install wide style rear dock bumpers. Not applicable with bumper option BH11E000.

BH070000 1 1 REINFORCE REAR BUMPER END CAPS

Reinforce end caps of rear bumper for greater impact resistance.

This option is not compatible with a shock absorbing rear step.

BH110000 1 1 REAR STEP/ BUMPER ASSEMBLY

The center section of the rear step bumper shall be constructed of aluminum grip strut and be hinged to assist in patient handling.

- !!! THIS STEP TO BE INSTALLED 3.00" FROM THE REAR DIAMOND PLATE RISER TO THE BACK OF THE STEP.
- !!! INSTALL A CUSTOM LIFT UP CENTER SECTION WITH A 1.00" HIGH NOTCH IN THE LOWER EDGE OF THE REAR VERTICAL DIAMOND PLATE EDGE TO PREVENT COT RUNNERS FROM DRAGGING ON THE STEP WHEN IT IS IN THE UP POSITION. REINFORCE LIFT UP SECTION WITH FLAT STOCK.
- !!! STEP REINFORCEMENT MUST BE 1.5" BOX TUBING WITH (2) EQUALLY SPACED DIVIDERS FOR SUPPORT. DUPLICATE OF PREVIOUS VEHICLES.

ESCAMBIA COUNTY EMS

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941

Year: 2017
Chassis: 102"
Model:

Option Std Oty Header/Description/Data

Proposal Total

BH26I000 0 1 FUEL TANK COVERS, DIAMOND PLATE, FOR 4300 CHASSIS

Diamond plate step well covers shall be installed on both the curb and street side cab step wells. The covers shall be made of .125"thick polished diamond tread plate with a minimum 3003-H14 alloy.

BH32OR00 1 1 SUSPENSION SWITCH: dump override

A switch will be installed where specified, to override the automatic dump feature activated by the left rear patient compartment entry door.

SWITCH LOCATE: REAR CURBSIDE RISER, NEAR RIGHT REAR DOOR, 6" ABOVE RISER TRIM.

NOTE: USE NEW 3-SWITCH PANELS. INSTALL THE DUMP OVERRIDE SWITCH CLOSEST TO THE DOOR OPENING. THE MIDDLE SWITCH IS TO BE LEFT BLANK. THE LIGHT SWITCH IS TO BE TOWARD THE HINGED SIDE OF THE DOOR.

!!! INSTALL FLUSH MOUNTED. MINIMIZE THE DEPTH OF THE CLOSEOUT (CA590005/DR11A000). INSTALL A CLOSEOUT AROUND ALL WIRING AND COVER CLOSEOUT WITH RUBBER MATTING TO MATCH REMAINDER OF COMPARTMENT. WIRING TO EXIT OUT THE TOP OF THE PANEL CLOSEOUT AND TRAVEL UP THE LEFT REAR CORNER SO AS NOT TO INTERFERE WITH STORAGE IN THIS AREA.

BHSPD006 0 1 MIRROR: OEM

The mirror set shall be OEM supplied, and installed by the chassis manufacturer.

BL26B000 1 1 BACKUP ALARM RESET

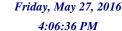
Backup alarm to automatically reset to on if alarm was manually canceled using the control panel alarm cut-off switch (FL25) during previous use.

BL26L000 0 1 DUAL PURPOSE CAMERA SYSTEM, BACKUP AND PATIENT AREA VIEWING

Install a Voyager VCCS155 backup camera over the rear doors. Install a second camera on the interior of the vehicle as noted below. Install a Voyager AOM711 7" LCD screen in the cab rearview mirror area. Wire to activate the backup camera when the vehicle is placed into reverse. The second camera is to provide a view of the patient area when selected.

INTERIOR CAMERA LOCATION: OVER REAR DOORS

!!! INSTALL THE EXTERIOR CAMERA BETWEEN THE CENTER ICC LIGHT AND THE CURBSIDE LOADING LIGHT.



ESCAMBIA COUNTY EMS

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941

2017

102'

Year:
Chassis:
Model:

Option Std Oty Header/Description/Data

Proposal Total

BL32A000 1 1 OEM AM/FM/CD PLAYER SHALL BE PROVIDED BY THE OEM MANUFACTURER

OEM AM/FM/CD player shall be provided by the OEM manufacturer on all Horton supplied chassis.

Note: This option applies only to chassis supplied by Horton. Chassis supplied by either the customer or the dealer must be ordered with this feature from the chassis OEM.

BSP00001 0 1 SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES

!!! SUPPLY AND INSTALL A SAFETY VISION MINI DVR SYSTEM ON THE FRONT WINSHIELD 2" BELOW "AMBULANCE" LETTERING.

!!! RUN THE WIRING OVER THE HEADLINER AND DOWN THE RIGHT SIDE CAB PILLAR INTO THE OEM CHASSIS FUSE BOX. TIE THE RED AND YELLOW WIRES TOGETHER USING FUSABLE LINK AND WIRE INTO CONTINUOUS HOT 12V POWER AT THAT LOCATION.

BSP00002 0 1 SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES

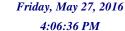
!!! INSTALL JUMP START STUDS ON THE REAR OF THE DRIVER'S SIDE CAB STEP FACING THE BODY.

C CONVERSIONS

CA200000 0 1 PREVIOUS VEHICLE REFERENCE

This option is to be used for comparison purposes only. Specifications are specific to each order so use extreme caution when referencing a previous production order.

PREVIOUS VEHICLE PRODUCTION #17263-64



ESCAMBIA COUNTY EMS

6575 NORTH 'W' ST

Selected Feature List 11941

Year: 2017 Chassis: 102"

PENSACOLA, FL 32505 PAT KOSTIC

Model:

Proposal Total

Std Oty Header/Description/Data **Option**

CA590000 1 CONVERSION MODEL: MEDIUM DUTY

MINIMUM BODY DIMENSIONS: (Exterior) -Height: 96" -Width: 167" -Length: (Interior) 72" -Height: 20" -Aisle

-Width: 20"(from edge of cot in wall position to squad

bench riser) 163"

-Length:

OVERALL DIMENSIONS (Including Chassis, Module and Step):

-Height: 110" (to top of vent)

100" -Width: 290" -Length: 289" Freightliner

VEHICLE TO INCLUDE 72" HEADROOM AS STANDARD. 111

!!! DO NOT INSTALL SLIDING PLEXIGLAS IN THE PASS THROUGH.

!!! ALL LED COMPARTMENT LIGHTING IS TO BE FULL LENGTH. DO NOT CUT SHORT.

STREETSIDE FORWARD: CA590001

16.2" wide x 80.6" high Clear Door Opening: 18.9" wide x 83.6" high x 21.3" Actual Compartment This area shall be accessed through a single outside hinged door. The compartment shall house the vehicle's primary O2 cylinder. The compartment shall be vented to the outside.

!!! LOUVERS TO BE STAMPED FACING DOWN ILOS.

1 SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

dr08l000

A diamond plate adjustable shelf shall be installed in the following location.

Locate: APPROXIMATELY 60" FROM FLOOR OF COMPARTMENT

Page 6 of 38

ESCAMBIA COUNTY EMS

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Option

Selected Feature List 11941

2017

102'

Year: Chassis: Model:

Std Oty Header/Description/Data

Proposal Total

CA590002 1 STREETSIDE INTERMEDIATE:

48.2" wide x 27.8" high 51.9" wide x 31.0" high x 21.3" Clear Door Opening: Actual Dimensions: This area shall be accessed through double, outside hinged doors. Both doors shall have exterior door handles and latching devices.

LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.

!!! INSTALL ALL ELECTRICAL EQUIPMENT ON CEILING OF COMPARTMENT AND COVER WITH AN EXPANDED METAL GUARD. MAKE SURE ACCESS HOLES ARE CUT IN THE CORRECT LOCATIONS.

111 INSTALL TRIM LOCK AROUND ALL HOLES FOR WIRING.

!!! DO NOT INSTALL PD BOX IN THIS COMPARTMENT. PD BOX TO BE LOCATED IN THE FRONT CONSOLE.

1 SHELF, PULL OUT TRAY FOR EXTERIOR COMPARTMENT

dr100000

Diamond plate pull-out tray with Accuride slides installed as noted

Locate: 4" DOWN FROM ELECTRICAL EQUIPMENT. TRACK TO BE FULL HEIGHT. !!! TRAY TO LOCK IN THE 'IN' AND 'OUT' POSITION AND BE ADJUSTABLE.

1 EXPANDED METAL CAGE FOR PROTECTION OF EQUIPMENT

dr11ca00

Install an expanded metal cage around the onboard electrical equipment per location noted below. Include access ports to equipment with grip lock around the edges of the openings.

LOCATE: CEILING OF STREETSIDE INTERMEDIATE COMPARTMENT. ALLOW A HOLE ADEQUATE IN SIZE TO REACH ALL COMPONENTS AND COVER EDGE WITH GRIP LOCK.

STREETSIDE REAR: CA590004

32.0" wide \times 80.6" high Clear Door Opening: Actual Dimensions: 37.4" wide x 83.6" high x 21.3" This area shall be accessed through double, outside hinged doors. Both doors shall have exterior door handles and latching devices:

!!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.

1 COMPARTMENT HEIGHT Modify: first, street side

cb040000

The height of the standard compartment for this model shall be modified. This is the first street side compartment height modification and shall include affected modifications to the interior cabinet.

Height Modification: DECREASE 22"

1 SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

dr08l000

A diamond plate adjustable shelf shall be installed in the following location.

!!! NOTE LOCATION OF EXTINGUISHER. LEAVE ROOM TO ALLOW ADJUSTMENT IN SHELF.

ESCAMBIA COUNTY EMS

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941

Year: Chassis:

Model:

2017

Option Std Oty Header/Description/Data

Proposal Total

CA590005 1 1 **CURBSIDE REAR**:

Clear Door Opening: 25.0" wide x 80.6" high Actual Dimensions: 29.6" wide x 83.6" high x 21.3" This area shall be accessed through a single outside hinged door

- !!! LOUVERS TO BE STAMPED FACING DOWN ILOS.
- !!! IN ADDITION TO DECREASING WIDTH OF COMPARTMENT 4" ADD A
 3" OFFSET IN RIGHT HAND SIDE OF COMPARTMENT THAT PROTRUDES INTO
 THE DOOR OPENING FOR 75" OF USABLE LENGTH IN BENCH.
- !!! INSTALL AN ALUMINUM ANGLE 60" FROM FLOOR OF THIS COMPARTMENT TO PREVENT 72" LONG BACKBOARDS FROM FALLING OUT IF THE VEHICLE IS PARKED ON AN INCLINE. COVER THE ANGLE WITH GRAY STICK-ON RUBBER MATTING. IT WILL BE NECESSARY TO LOAD THE BACKBOARDS TOP FIRST IN BEHIND THE ANGLE.
- !!! INSTALL AN ANGLED TRIM PIECE IN THE LEFT REAR CORNER OF THE COMPARTMENT AND COVER WITH RUBBER MATTING. THIS PIECE IS TO CLOSE OFF THE WIRING FROM THE RECESSED SWITCH PANEL IN THE RISER.

0 1 COMPARTMENT WIDTH Modify: first, curbside

cb060w00

The width of the standard compartment for this model shall be modified. This is the first curbside compartment width modification and shall include affected modifications to the interior cabinet.

Width Modification: DECREASE 4"

0 3 SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

dr08l000

A diamond plate adjustable shelf shall be installed in the following location.

Locate: RIGHT SIDE OF DIVIDER FOR INSIDE OUTSIDE ACCESS !!! INSTALL BOTTOM SHELF 42" FROM FLOOR OF COMPARTMENT.

0 1 DIVIDER FIXED, VERTICAL COMPARTMENT

dr11a000

Install a 16" deep fixed vertical divider shall be installed in the location listed below. (Divider material is to match the compartment material)

Locate: 12" FROM RIGHT HAND WALL

0 1 CLOSEOUT, EXTERIOR COMPARTMENT

dr11cl00

Install a closeout to block off exterior access to the exterior compartment as noted below. Fabricate closeout to match compartment material.

LOCATE: CURBSIDE REAR COMAPRIMENT BACK WALL FOR 3-SWITCH PANEL IN CURBSIDE WALL RISER.

CAB93AF0 0 1 KKK-A-1822F CERTIFICATION LABEL

The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.

HORTON INSTALLED

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BODY MODIFICATIONS/OPTIONS

CB06CC00 0 1 CRASH BARRIER SAFETY CONFIGURATION

The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an inside/outside access compartment with three standard shelves .125" thickness. The bench must remain a minimum of 72" long.

- !!! NOTE 'D' BOTTLE STORAGE PER ISP00001. STORAGE HOUSING TO BE WELDED INTO COMPARTMENT.
- !!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.
- !!! COMPARTMENT TO BE 22" OD WIDE TO DUPLICATE PREVIOUS VEHICLES.
- !!! INSTALL ONLY TWO (2) SHELVES IN THIS COMPARTMENT.

CB06E000 0 1 SIDE DOOR: relocate

The side patient access door shall be relocated from its standard location.

!!! CRASH BARRIER CONFIGURATION.

CB06SX00 0 1 DOUBLE STEP CURBSIDE ENTRY 6" DROP SKIRT

The curbside skirt, forward of the rear wheel well shall be dropped 6 inches. Two integral ALD steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.

CB07E000 0 1 COT MOUNT REINFORCEMENT PLATES: Power Load

Additional under floor reinforcement is required for future installation of a Stryker Power Load system.

CB09SA00 1 1 PATIENT AREA SOUND PROOFING/ACOUSTIC ENHANCEMENT PACKAGE

Install standard sound control package.

CB09SB00 0 1 WALK THROUGH MODIFICATION FOR CUSTOM HEAT/AC SYSTEM

Shift the bulkhead walk through opening 2" toward the curbside of vehicle so it is compatible with the custom heat/ac unit.

!!! PASS THROUGH VEHICLE.

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CBSP0001 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! INCREASE HEIGHT OF REAR DOORS APPROXIMATELY 2" TO MATCH PREVIOUS VEHICLES. SEE DRAWING.

CBSP0002 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! EXTEND THE CURBSIDE WHEELHOUSE TO THE REAR COMPARTMENT.

CBSP0003 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! FABRICATE AN ALUMINUM FILLER BOX OUT OF 3/16" MATERIAL AND WELD TO THE TOP OF THE STREETSIDE REAR COMPARTMENT TO FILL THE GAP BETWEEN THE TOP OF THE COMPARTMENT AND THE BOTTOM OF THE UPPER INTERIOR CABINET.

CBSP0004 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! SHORELINES TO BE INSTALLED IN NON STANDARD LOCATION PER VEHICLE #17263-64. HAND CUT SO THEY ARE LOCATED IN STRIPE.

CBSP0005 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! NOTE THE FLOOR MOUNT PLATES FOR WINCH NEXT TO ATTENDANT'S SEAT AND REAR OF FLOOR. FLOOR MUST BE REINFORCED FOR THIS APPLICATION.

CBSP0006 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! CUT ACCESS HOLES INTO THE TOP AND BOTTOM OF ALL INTERIOR DOOR PANELS TO ACCESS DOOR LATCH MECHANISMS. SCREW AN ALUMINUM COVER OVER EACH HOLE AND INSTALL A RED REFLECTOR ON THE PLATE.

MODULE BODY HARDWARE

DG05C100 0 2 PRIVACY WINDOWS, REAR MODULE BODY ENTRY DOORS

The rear module entry doors shall have solid windows. The windows shall have dark privacy glass. The windows shall meet FMVSS glazing standards. No films are to be used.

!!! SIDE DOOR WINDOW TO BE FIXED ILOS.

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DG07R000 0 1 EMERGENCY DOOR RELEASE MECHANISM, SIDE DOOR

Install emergency release knobs on top and bottom of the side module entrance door.

DG080000 1 1 EMERGENCY DOOR RELEASE MECHANISM, REAR DOORS

Install standard emergency release knobs on top and bottom of rear module entrance doors.

DG08A000 1 1 DOOR HANDLES

Install Tri-Mark free floating style door handles with pre-stretched stainless steel cables. Include three piece interior door panels on all access doors.

DH000000 1 1 Vi-Tech body mounts

Install standard Vi-Tech body mounts.

DH030000 0 1 STAINLESS STEEL SPLASH SHIELDS

Install brushed stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.

DH040000 1 1 MODULE BODY FENDERS: stainless steel

Rear wheel housings shall have stainless steel flare skirts to protect the wheel house opening and side body finish.

DH04RS00 0 1 DIAMOND PLATE LOWER BODY RUB RAILS

Aluminum diamond plate lower body rub rails are to be along the bottom of the body on each side.

DH330000 1 1 REAR DOOR HOLD OPENS, GRABBER

Install chrome Cast Products "Grabber" style rear door hold opens. (NOTE: HOLD OPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)

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DL480000 0 1 ELECTRIC DOOR LOCKS: compartment

Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key. A separate lock switch will be located in the front radio console if option DL48D000 (wired to OEM locks) is not selected.

DL48A000 1 1 ELECTRIC DOOR LOCKS: access doors

Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door, and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key. A separate lock switch will be located in the front radio console if option DL48D000 (wired to OEM locks) is not selected.

!!! INSTALL AN ADDITIONAL DOOR LOCK SWITCH IN THE INHALATION PANEL.
THIS SWITCH TO OPERATE ALL LOCKS.

DL48C000 0 3 ELECTRIC DOOR SWITCH: programmable touch pad

The patient area power door locks will include an exterior programmable touch pad system located near the body side access door.

Locate: (1) EACH SIDE OF BODY PER DRAWING AND (1) ON REAR PER DRAWING.

!!! PROGRAM '35791' TO UNLOCK AND '555' TO LOCK. '12345' IS TO BE DISABLED.

DL48D000 0 1 ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES

The module door locks and compartment locks (if ordered) are to be wired to the chassis door lock switches.

DLH40000 0 1 RECESSED LICENSE PLATE BRACKET

A Cast Products #LP0002 recessed license plate bracket shall be installed per the attached drawing. The bracket will include lighting in the top to illuminate the license plate.

DM100000 1 1 **REFLECTORS**:

All patient compartment entry doors shall have red reflectors in the lower corner.

DR22A000 0 1 MATEFLEX IN EXTERIOR COMPARTMENTS

Mateflex will be installed on the floor and shelves of all exterior compartments.

Color: BLACK

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DR23A000 1 1 RUBBER COVERED WALLS IN BACKBOARD COMPARTMENT

The interior of the backboard compartment is to be covered with rubber matting to protect equipment stored in this area.

Color: GRAY

DSP00001 0 1 SPECIAL INSTRUCTION, MODULE BODY HARDWARE

!!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH GRAY SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.

PAINT AND STRIPING

ED010000 1 1 CHASSIS PAINT: standard white

Chassis color to be standard white.

ED040000 1 1 MODULE PAINT: standard white

Paint module standard white Sikkens #FLNA4002.

ED090000 0 1 STRIPE: custom

Special paint stripe See drawing

Paint Color: RED
Paint Number: FLNA3042

- !!! INSTALL AN 8.00" WIDE BELTLINE STRIPE WITH 1.125" SAPPHIRE BLUE VINYL SPACED .250" ABOVE AND BELOW STRIPE WITH "QRS" GOING INTO TOP OF STRIPE. SEE DRAWING.
- !!! ADD A LOWER SKIRT STRIPE WITH 1.125" BLUE VINYL STARTING AT TOP OF REAR CORNER GUARD THEN A .250" GAP THEN THE PAINTED STRIPE TO THE BOTTOM OF THE BODY.
- !!! REFER TO DRAWING
- !!! SAPPHIRE BLUE VINYL LISTED IN #220-37 PN# 10001920
- !!! DUPLICATE OF PREVIOUS VEHICLES.

ESP00001 0 1 SPECIAL INSTRUCTION, PAINT & STRIPING

!!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH GRAY SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.

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INTERIOR CABINET DOORS, HANDLES & HARDWARE

FE010000 1 FULL HEIGHT PULL HANDLES ON SLIDING PLEXIGLAS DOORS

All sliding cabinet doors to have full length pull handles.

FE01FT00 1 LATCH, HINGED DOOR: Southco flush stainless steel pull style

Install stainless flush mount Southco pull latches on the hinged interior cabinet doors.

1 PLEXIGLAS COLOR: light tint FE02A000

All Plexiglas doors to be light tint.

FE06E000 1 COUNTERTOP, SOLID SURFACE

Install solid surface countertop in lieu of standard stainless steel. Counter is to include radiused and tapered corners.

MIDNIGHT PEARL Color:

FE08ST00 1 INHALATION PANEL (STANDARD):

G

The inhalation panel is to be fabricated from composite material and covered with Formica to match to color selected.

PANEL TO BE ANGLED AND SHORTENED 14" PER DRAWING.

FSP00001 1 SPECIAL INSTRUCTION, CABINET DOORS, HANDLES & HARDWARE

!!! ALL INTERIOR HINGED CABINET DOORS (PLEX AND SOLID) ARE TO BE INSTALLED USING STAINLESS STEEL CONTINUOUS HINGE. INSTALL NUTS AND BOLTS IN ALL HOLES. DO NOT MIX DISIMILAR METALS.

INTERIOR COLORS, UPHOLSTERY AND SEATING

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GF01R000 0 1 INTERIOR COLOR SCHEME: Custom

Interior colors are as follows:

FLOOR: LONCOIN FLECKSTONE SAPPHIRE #152TS

RISER: INDIGO BLUE

WALL: FASHION GRAY GLOSSIE CABINET: FASHION GRAY ALUMINUM

UPHOLSTERY: FLINT GRAY ACCENT STRIPE: PORT

GF02M000 1 1 INSIDE CABINET FINISH: paint

The interior of all aluminum cabinets shall have a durable paint finish. The painted surface shall be washable and non-absorbent. See the appropriate Interior Color Scheme option for paint color information.

GF02P000 1 1 RISERS:

The interior of this vehicle is to contain no wood or wood products. The risers are to be made of reinforced structural composite board covered with Formica per the color description. Formica will not installed on the risers if stainless steel riser options are selected.

GK12A300 0 1 HIGH BACK ATTENDANT SEAT WITH CHILD SAFETY, 4PT

Delete the boxed in attendant seat cushions. Install a USSC high back bucket seat with integral 4pt seatbelt and child safety seat. The seat to be adjustable front to rear.

GK150000 5 3 **SEAT BELTS**:

Н

Install standard 4pt seatbelts per quantity and locations selected.

Locate: On bench only, three positions.

INTERIOR CABINETRY, STREET SIDE

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HK000200 1 LINEN CLOSET WITH HEAT/AC UNIT IN BOTTOM

A vertical storage cabinet shall be located behind the attendant seat. The upper storage area shall house the primary electrical distribution area. The lower section shall be used to house the vehicle heat/ac unit. The outer surface of this area will be covered with perforated stainless steel providing intake air to the heat/ac unit. The center section can be utilized for miscellaneous storage. The electrical distribution area and the center storage area shall be accessed through hinged doors.

The electrical distribution area shall include a Southco key lock/latching device. The entire cabinet shall be fabricated from aluminum and shall then be painted, unless otherwise specified.

OPTION #CB09SB00 MUST ALSO BE SELECTED WHEN THIS OPTION IS USED.

- SEE EXISTING FLEET FOR INSTALLATION OF REFRIGERATOR IN THIS AREA.
- !!! NOTE DOORS TO BE DESIGNED DIFFERENTLY FOR USE WITH CUSTOMER-SUPPLIED LOCKS. PREPUNCH HOLES FOR LOCKS MAKING SURE THAT THE ARMS ON THE LOCKS WILL REACH TO SECURE THE DOOR.
- !!! ADD LARGE BUMPER PADS TO DOOR TO PROTECT WALL WHEN OPENED.
- UPPER ELECTRONICS DOOR TO INCLUDE A SQUARE VENT IN DOOR TO DUPLICATE PREVIOUS.
- INSTALL LARGE RUBBER BUMPERS ON ALL DOORS TO KEEP THEM FROM HITTING THE FRONT BULKHEAD.
- TRIM REFRIGERATOR OPENING SUFFICIENTLY TO ELIMINATE ANY EXISTING SHARP EDGE. INSTALL DRAIN LINE ON THE REFRIGERATOR DRAIN PAN.
- TRIM REFRIGERATOR DOOR WITH GRIP LOCK TO ELIMINATE SHARP EDGES.
- SHIP LOOSE BOTH KEYS THAT COME WITH THE TWO CUSTOMER-SUPPLIED LOCKS.

HK001000 1 HOPS SYSTEM:

The unit is to be equipped with the HOPS system.

Note: Deletion of the system along with the selection of option #HK01A000 requires that the credit provided under HK01B000 be deleted.

HK001B00 1 RADIUS STYLE CABINET TRIM

Install smooth 1.5" radiused trim on all applicable interior cabinets.

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HK01A000 1 1 STREETSIDE WALL WITHOUT CPR SEAT

Street side cabinet wall to be per drawing. All cabinets over 14"H will include (1) standard adjustable shelf.

Proposal Total

Configure: streetside cabinets to be 18" deep.

- !!! CABINET WALL PER DRAWING.
- !!! NOTE INSTALLATION OF SPECIAL LED LIGHT ABOVE O2 PANEL ILOS BAR LIGHT. LIGHT TO BE MOUNTED FLUSH WITHOUT ANY ANGLES AND AS FAR OUT TOWARD THE EDGE OF THE CABINET AS POSSIBLE.
- !!! INSTALL A SMALL OSCILLATING FAN (GUEST #900) PER DRAWING.

HK01R000 0 3 LIFT UP CABINET FRAMES: street-side

Fasten the Plexiglas door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders and secured in the down position with a sliding dead bolt.

Locate: ALL UPPER CABINETS

HK03D000 0 1 PULL OUT DRAWER INSTALLATION IN MAIN CABINET WALL

Pull out drawer(s) shall be installed in the main cabinet wall at the locations listed below.

- !!! PULL OUT WRITING TRAY ONLY.
- !!! INSTALL BELOW INHALATION COUNTER IN CABINET SO CABINET DOOR MUST BE OPENED TO ACCESS PULL OUT WRITING TRAY.

HK14C000 0 1 MONITOR BRACKET

The monitor bracket, as specified below, is to be installed as noted.

Manufacturer: FERNO WASHINGTON

Model Number: FW M200 FOR LIFEPACK LP15

Location: REARWARD END OF INHALATION COUNTER PER DRAWING !!! INSTALL SPACERS UNDER BRACKET TO ALLOW IT TO SWIVEL.

HSP00001 0 1 SPECIAL INSTRUCTION, STREETSIDE CABINETRY

!!! FABRICATE AN ALUMINUM FILLER BOX OUT OF 3/16" MATERIAL AND WELD TO THE TOP OF THE STREETSIDE REAR COMPARTMENT TO FILL THE GAP BETWEEN THE TOP OF THE COMPARTMENT AND THE BOTTOM OF THE UPPER INTERIOR CABINET.

INTERIOR CABINETS AND SQUAD BENCH, CURB SIDE

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IA200000 1 1 SQUAD BENCH STORAGE:

Storage shall be provided under the bench cushions. The area shall run where possible under the bench. The storage pan shall be fabricated from aluminum and shall be accessed by raising the split cushions.

!!! MUST HAVE 75" BENCH LENGTH.

0 1 SQUAD BENCH: DELETE CUPS AND WELLS

ig05f000

A 22" wide x 72" long bench cushion shall be provided on the curb side of the patient area. The cushion shall be split. No provisions for stretcher cups and wells are provided.

!!! CUSHIONS TO INCLUDE 1" OVERHANG.

!!! MUST HAVE 75" BENCH LENGTH.

IG10A000 1 1 BENCH HOLD OPENS: gas

Install gas spring hold opens on squad bench lid.

IG10Q000 1 1 BENCH HOLD-DOWN: paddle latches (Pair)

Install recessed paddle latches into the squad bench riser to retain the squad bench lids in the closed position. The latches shall be both passive and positive.

IK17E000 0 1 SHARPS/WASTE STORAGE IN A PULL OUT DRAWER IN SQUAD BENCH

Install a drawer in the face of the squad bench in the specific location noted below. This drawer will house both sharps and waste containers.

Locate: HEAD OF BENCH TO OPEN INTO AISLE

IK18AA00 1 1 CURBSIDE OVERHEAD CABINET: hinged doors

Storage shall be provided above the squad bench. The storage shall run the full length of the squad bench and shall be accessed through hinged Plexiglas doors that are held in the open position with gas activated rods. The entire cabinet shall be fabricated from aluminum. The cabinet is to be 9 H to meet current K requirements.

!!! NOTE LOCATION OF 02 OUTLET.

!!! INSTALL A PAINTED DIVIDER (IK18Y000) IN THE CENTER OF CABINET.

IK18Y000 0 1 CABINET DIVIDER:

Install a cabinet divider as noted below.

Locate:

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IK280000 0 1 PASS THROUGH ACCESS TO THE CURBSIDE REAR COMPARTMENT

Inside/outside access to the curbside rear compartment shall be provided as described. Width is to be determined by the location of any exterior divider and the height shall start 41" from the exterior compartment floor to interior closeout unless noted otherwise below.

!!! UPPER PORTION ON AISLE SIDE PER DRAWING
DOOR STYLE: HINGED PLEXIGLAS
NOTE: INSTALL A MAGNETIC DOOR SWITCH TO ACTIVATE LIGHTING INSIDE
COMPARTMENT.

ISP00001 0 1 SPECIAL INSTRUCTION, CURBSIDE CABINETRY

!!! INSTALL A STORAGE AREA FOR THREE 'D' BOTTLES IN THE CABINET AT THE HEAD OF THE BENCH. THE BOTTLES ARE TO BE ACCESSIBLE FROM THE STEPWELL WITH AN EXTERIOR STYLE DOOR WITH TRIMARK HANDLE. THIS WILL CREATE A 'FLOOR' INSIDE THE COMPARTMENT AT ABOUT INTERIOR FLOOR LEVEL. BOTTOM WILL ONLY BE ACCESSIBLE FROM THE EXTERIOR. THIS WILL PASS THROUGH CABINET AT HEAD OF BENCH AND PROTRUDE INTO END OF BENCH PAN. SEE DRAWING. TO INCLUDE RUBBER STRIPS ALONG THE BOTTOM TO HOLD THE BOTTLES IN PLACE. BOTTLE STORAGE HOUSING TO BE WELDED INTO COMPARTMENT.

ISP00002 0 1 SPECIAL INSTRUCTION, CURBSIDE CABINETRY

!!! USE OLD STYLE BAR TYPE CUSHIONS. BEHIND THE UPPER CUSHION INSTALL AN ACCESS PLATE, TO BE COVERED BY THE CUSHION, TO ACCESS THE NUTS ON THE BACK SIDES OF THE SHOULDER BELTS.

ISP00003 0 1 SPECIAL INSTRUCTION, CURBSIDE CABINETRY

!!! DELETE THE STANDARD ALUMINUM ANGLE TRIM AND INSTALL STAINLESS STEEL PLATE ON BOTTOM OF SQUAD BENCH CUSHION ILOS. REAR CUSHION TO BE FIXED DUE TO DANHARD INSTALLATION. INSTALL GRIP LOCK OVER THE EDGE OF THE BRACKET UNDER THE CUSHION THAT HOLDS THE SEAT DOWN. INSTALL A GAS HOLDOPEN ON THIS CUSHION AS WELL. MAKE SURE THAT ALL SHAVINGS AND DEBRIS ARE VACUUMED OUT PRIOR TO DELIVERY.

ISP00004 0 1 SPECIAL INSTRUCTION, CURBSIDE CABINETRY

!!! INSTALL 90 DEGREE TRIM ON CRASH BARRIER.

J INTERIOR CABINETS, FRONT

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JE05R100 1 ROBINSON ROLL UP DOOR, FULL HEIGHT

A full height Robinson roll up door shall be provided. The door is to include a lift bar latch with key lock.

- INSTALL A FULL HEIGHT FRONT ROLL STYLE.
- THIS OPTION APPLIES TO THE COMPARTMENT AT THE HEAD OF THE BENCH. !!!
- !!! NOTE WIDTH OF COMPARTMENT/CABINET.

MODULE INTERIOR ACCESSORIES AND TRIM

0 4 I.V. HOOKS: Perko KG02A000

K

Install Perko I.V. hook where indicated.

Locate: FOOT OF COT CHEST OF BENCH FOOT OF BENCH CHEST OF COT

KG02B000 1 IV HANGER, CAST PRODUCTS WITH RUBBER ARM

Cast products recessed IV hangers with rubber arms for attaching solution bags shall be installed in the designated locations.

Locate: OVER FOOT OF COT

KG09B000 1 CEILING GRAB RAIL: standard (2) 2ft rails or (1) 6ft rail anti-microbial

Cabinet wall "A" will have (1) 6' rail over cot as standard. Cabinet wall "B" will have (2) 2' rails, 1-forward and 1-to rear of CPR seat.

KG09D000 1 GRAB RAIL: additional 6ft with anti-microbial coating

Additional (6)ft long ceiling mounted stainless steel grab rail with anti-microbial coating.

Locate: CURBSIDE OF CEILING PER DRAWING

KG091000 1 VERTICAL GRAB RAIL INSTALLATION, 2 FT. ANTI-MICROBIAL

Install 2' stainless steel grab rail with anti-microbial coating.

Locate: ON ANGLE AT END OF BENCH WALL TO ASSIST WITH ENTRY THROUGH SIDE DOOR

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KG09K000 1 1 PATIENT DOOR GRAB RAILS: angled with anti-microbial coating

All patient access doors to have heavy duty angled stainless steel grab rails with smooth radius corners and flange mounting and antimicrobial coating.

Proposal Total

KG110000 1 1 FLOOR TRIM

Trim floor with cove molding at non rolled areas of floor.

KG120000 1 1 CABINET TRIM

Trim all vertical and horizontal edges.

KG16B000 1 1 CEILING MATERIAL, PLATINUM WHITE ALUMINUM COMPOSITE

The standard module ceiling material shall be platinum white aluminum composite.

KL33B000 0 1 REAR RADIO SPEAKERS

Install two rear speakers in patient compartment. Volume control to be integral to the rear switch panel and controlled by individual up/down momentary switches.

Locate: OVER REAR DOORS

KSP00001 0 1 SPECIAL INSTRUCTION, INTERIOR ACCESSORIES & TRIM

!!! INSTALL (2) 10# ABC FIRE EXTINGUISHERS #10007995 WITH #10007996
VEHICLE MOUNTS AT FINAL INSPECTION. GENERAL LOCATIONS ARE AS
FOLLOWS:

BULKHEAD WALL FLUSH WITH FLOOR FAR ENOUGH TOWARD THE STEPWELL SO AS NOT TO INTERFERE WITH THE LINEN CABINET DOORS.

SS REAR COMPARTMENT LEFT HAND WALL JUST ABOVE SHELF TO BE ACCESSIBLE.

COT MOUNTS AND ACCESSORIES

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LG03F200 1 COT MOUNT, INSTALL CUSTOMER-SUPPLIED Power Load

Install customer/dealer-supplied Stryker Power Load system.

Note: This option complies with GSA change notice 8.

!!! Requires selection of option #CB07E000

LSP00001 1 SPECIAL INSTRUCTIONS, COT MOUNTS & PATIENT HANDLING

INSTALL FLOOR MOUNT PLATES FOR WINCH NEXT TO ATTENDANT'S SEAT AND REAR OF FLOOR. PROVIDE POWER FOR TRANSAFE WINCH SYSTEM UNDERNEATH THE ATTENDANT'S SEAT NEXT TO THE HINGED DOOR FOR EASY ACCESS WHEN NEEDED PER PREVIOUS UNITS. ATTACHED CUSTOMER-SUPPLIED CABLE AND LEAVE COILED UNDER THE BASE.

LIGHTBARS FRONT AND REAR

1 FRONT LIGHTBARS FOR 96" BODIES MAM148F0 1

1 LIGHT BAR: custom front

mam15y00

M

Install special front light bar.

Model: WHELEN ULTRA FREEDOM IV, 55" BAR - ALL LEDS WITH CLEAR

LENSES.

Configure:

[RED FORWARD CORNER] [R/R/W/R | W/W | R/W/R/R] [RED FORWARD CORNER]

 $[R/R/W/R \mid W/W \mid R/W/R/R]$

[RED REAR CORNER] [RED REAR CORNER]

1 LIGHT BAR MOUNT: cab roof

mam20a00

Mount light bar on cab roof.

Model: selected above

ELECTRICAL EMERGENCY VISUAL WARNING SYSTEMS MM

ESCAMBIA COUNTY EMS

6575 NORTH 'W' ST PENSACOLA, FL 32505

Selected Feature List 11941

Year: 2017 Chassis: 102" Model:

PAT KOSTIC

Std Oty Header/Description/Data **Proposal Total Option**

1 WIG WAG HEADLIGHTS: MM01A000 0

Install wig wag headlight flasher.

6 M4 SERIES LED, RED

mm04r000

Whelen M4 series L.E.D. lights shall be installed in the designated locations.

Location: GRILLE AND INTERSECTION LIGHTS

Location: INSTALL (4) IN GRILLE WITH THE LOWER LIGHTS INBOARD

TO FORM A 'V' PATTERN.

Lens color: CLEAR

!!! INSTALL WITH PLASTIC BEZELS TO DUPLICATE PREVIOUS.

1 M7 SERIES LED, AMBER

mm07a000

Whelen M7 series L.E.D. lights shall be installed in the designated

locations.

Location: OVER REAR DOORS

Lens color: CLEAR

2 M7 SERIES LED, RED

mm07r000

Whelen M7 series L.E.D. lights shall be installed in the designated

locations.

Location: DIRECTLY BELOW REAR KKK LIGHTS TO LINE UP WITH TOP OF WHEEL

WELL, SEE DRAWING Lens color: CLEAR

2 M7 SERIES LED, RED/AMBER SIDE TO SIDE SPLIT

mm07ra00

Whelen M7 series L.E.D. lights shall be installed in the designated

locations.

Location: REAR RISER WITH RED OUTBOARD

Lens color: CLEAR

!!! LIGHTS TO ACTIVATE WHEN THE REAR DOORS ARE OPENED WITH THE IGNITION

'ON' ONLY.

2 M7 SERIES LED, RED/WHITE SIDE TO SIDE SPLIT

mm07rw00

Whelen M7 series L.E.D. lights shall be installed in the designated

locations.

Location: OVER REAR WHEELWELLS WITH RED FORWARD

Lens Color: CLEAR

2 M9 SERIES LED, AMBER

mm09a000

Whelen M9 series L.E.D. lights shall be installed in the designated

locations.

REAR AT WINDOW LEVEL Location:

Lens color: CLEAR

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0 8 M9 SERIES LED, RED

mm09r000

MN

Whelen M9 series L.E.D. lights shall be installed in the designated locations.

Location: CURBSIDE

STREETSIDE

UPPER CORNERS REAR FACE

FRONT FACE

Lens color: CLEAR

MM7A0000 0 1 M Series control wire

The selected M Series lighting is to feature pattern programmability from the control panel. Include pattern and sync wires in the harness.

MMSP0010 0 1 SPECIAL INSTRUCTION, VISUAL EMERGENCY WARNING SYSTEMS

- !!! FLASH PATTERN TO DUPLICATE PREVIOUS VEHICLES.
- !!! PROGRAM TO ALLOW FLASH PATTERNS TO BE CHANGED VIA WIRING LOCATED IN THE ELECTRICAL CABINET.
- !!! PROGRAM THE M7 LIGHTS IN THE REAR RISER TO ACTIVATE IN PRIMARY/SECONDARY AND WITH THE REAR DOORS OPEN AND THE IGNITION 'ON'.
- !!! PROGRAM SO THAT THE ONLY LIGHTS TO SHUT OFF IN SECONDARY ARE THE WHITE LIGHTS IN THE FRONT LIGHTBAR.
- !!! SEE LIGHT PROGRAMMING INFO ON V DRIVE.

AUDIBLE EMERGENCY WARNING SYSTEMS

MN09N000 1 1 AIR HORN: medium duty chassis

The chassis shall have air horns installed from the chassis manufacturer. The air horns shall use the chassis air system. The air horns can only be activated when the vehicle is in gear.

TRUMPET LOCATE: SIDES OF HOOD

ACTIVATE: OEM HORN RING AND BUTTON ON PASSENGER SIDE OF

CONSOLE,

!!! NO PULL LANYARD.

!!! DISCONNET AND REMOVE OEM UNDER BODY FRAME MOUNTED HORN.

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MN35B000 0 1 SIREN: 295SLSC1

Specified siren to be: WHELEN WS295SLSC1

MN40A000 1 1 SIREN INSTALL:

The siren listed above shall be supplied and mounted as defined.

MN45UL00 1 1 SPEAKERS, SA3803

Install SA3803 siren speakers.

MN50A000 1 1 SPEAKER INSTALL: bumper

Speaker Selections (Bumper Installed)

O LIGHTS

OL09M000 0 1 KKK SIDE BODY MARKER LIGHTS, M6 SERIES L.E.D. (PAIR)

Install red Whelen L.E.D. M6 series turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication.

OL34L000 1 1 LED EXTERIOR COMPARTMENT LIGHTING

All exterior compartments will be lighted with LED strip lighting. A vertical strip will be installed inside both sides of each compartment. The lights shall be directed toward the back of the compartment.

Note: ALL STRIPS TO BE FULL LENGTH OF COMPARTMENT.

OL350000 0 1 ICC MARKER LIGHTS

LED ICC marker lights shall be installed.

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OM25CW0 0 6 M9 SERIES LED SCENE LIGHT

Install Whelen M9 series LED side scene lights.

Locate: (2) PER SIDE

(2) OVER REAR DOORS (INSTALL HIGH ENOUGH TO ALLOW INSTALLATION

Proposal Total

OF THE REAR DRIPRAIL).

OM30D000 0 1 TAIL LIGHTS, M6 SERIES

Whelen M6 series brake/tail, amber arrow turn and backup lights to be installed in the selected location.

Locate: VERTICAL STACK ABOVE RISER PER DRAWING

ELECTRICAL POWER GROUP

PAL00003 0 1 INTELLIPLEX MULTIPLEX ELECTRICAL SYSTEM:

Install the Intelliplex Multiplex electrical system.

PAL01B00 1 1 BATTERY SWITCH: std. operation

The "Master" battery switch shall switch battery power "on" and "off" to the ambulance body and conversion added electrical circuits only. All OEM chassis electric's, (headlights, ignition, keep alive) shall remain wired "hot" and have no ability to be switched "off", and provide circuit function as provided by the chassis manufacturer.

NOTE: DO NOT MODIFY OEM BATTERY SWITCH UNLESS STATED BELOW.

!!! SWITCH TO NOT CUT POWER TO THE CHASSIS.

PAL02200 1 1 INVERTER INSTALL OPTIONS:

0 1 INVERTER: 20-1000TUL interface

pal02g00

P

A Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation.

!!! INCLUDE SWITCH AND INSTALL STATUS PANEL IN THE INHALATION AREA PER DRAWING.

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PAL04D00 1 1 CHARGER/POWER SUPPLY: 45 AMP

Install a 45 amp battery conditioner in the designated electrical equipment area. Conditioner to be wired to the batteries through the standard shoreline inlet.

PAL30A00 2 5 110V INTERIOR OUTLET

Two 110V interior outlets are provided as standard on all models. The standard locations are in the inhalation area and the wall over the squad bench. List the standard outlet locations and any deviation from the standard, plus any additional outlet locations below:

LOCATE: INHALATION AREA

LOCATE: CRASH RESTRAINT CABINET AT HEAD OF BENCH

(surface mount)

LOCATE: PASSENGER SIDE OF REAR EXTENSIION OF CONSOLE

LOCATE: WALL OVER BENCH

LOCATE: REARWARD END OF CABINET BELOW INHALATION

!!! SEE DRAWING

PAL31C00 3 3 INTERIOR 12VDC OUTLETS: cigarette lighter type

12 volt outlets to use cigarette lighter style connectors.

Locate: INHALATION AREA

Locate: CRASH RESTRAINT CABINET AT HEAD OF BENCH

(surface mount)

Locate: PASSENGER'S SIDE OF CONSOLE, FORWARD END 3" UP FROM

FLOOR

Configure: "HOT" AT ALL TIMES.

PAL38C00 0 2 SHORELINE: 20 amp eject

Install a 20 amp Kussmaul auto ejection shoreline receptacle. Include a dynamic disconnect.

Locate: streetside module body

!!! WIRE (1) TO DANHARD UNIT

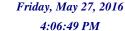
!!! WIRE (1) TO ALL OTHER 110V REQUIREMENTS INSIDE VEHICLE PLUS BLOCK HEATER.

!!! LABEL SHORE POWER & 110V AC

!!! HAND CUT IN STRIPE TO DUPLICATE PREVIOUS VEHICLES.

PAL39000 0 1 WIRE ENGINE BLOCK HEATER:

Wire engine block heater to shoreline. Make provisions to disable engine block heater when desired.



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PAL40000 1 1 EXTRA 12VDC CIRCUIT BREAKER:

An extra circuit breaker shall be installed.

!!! 15 AMP BREAKER.

PL10A000 1 1 SWITCH PANEL MOUNT:

Switch panel to be flush mounted in upper face of console.

PL11A000 0 1 LIGHT PROGRAMMING: side rear scene

The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.

PL11B000 0 1 LIGHT PROGRAMMING: right side scene

The right side scene lights shall come "on" when the side patient door is opened.

PL11C000 0 1 LIGHT PROGRAMMING: load light

The rear load lights shall be wired to transmission reverse, plus the standard mode of operation.

PL11E000 0 1 LIGHT PROGRAMMING: modular disconnect timer

The module disconnect shall be wired to automatically shut-down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position.

Time out: 10 min.

Configure: Do not time out if shoreline is plugged in

PL11F000 1 1 PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM

Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.

PL11G000 1 1 LIGHT PROGRAMMING: park brake

A warning shall display on the front console readout, advising to set the Parking Brake, should the modular disconnect switch be "ON" and the transmission placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.

Configure: wire alarm to activate with red flasher circuit

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PL190000 0 1 REPORT LIGHT:

A report light shall be located at the action wall to light the counter area $% \left(1\right) =\left(1\right) +\left(1\right$

!!! ILOS INSTALL WHELEN PSCOCDCR LED STRIP-LITE. DO NOT INSTALL AT AN ANGLE. MOUNT FLUSH AND AS FAR OUT TOWARD THE EDGE OF THE CABINET AS POSSIBLE.

PL20C000 0 1 CLOCK: aircraft

An aircraft style back lighted clock with sweep second hand shall be installed. The clock shall include a hinge for easy access to changing the time or battery.

Locate: OVER REAR DOORS

PL220000 0 1 STEP WELL LIGHT:

Install one step well light in the standard location on the bench side of the step well. Light to activate with door open.

!!! RIGHT SIDE OF STEPWELL ILOS. USE TECNIO LED ILOS.

PL23B000 0 1 4" CAB CEILING LIGHTS

One pair of LED lights shall be installed in the cab headliner above the driver and passenger seats. Lights to be Tecniq 4" E06-WSOR-1.

PL24C000 0 3 ROM DUROLUMEN LED LIGHTS

Install ROM Durolumen LED lights in the patient area ceiling as noted below.

Locate: IN PATIENT CEILING PER OVERHEAD DRAWING.

PL24T000 0 2 LAMP TIMER: programmable

Install an electronic momentary touch timer switch where specified. The switch will enable time limited operation of the below listed lights, with the battery switch in the off position.

Locate: BULKHEAD WALL INSIDE SIDE ACCESS DOOR
CURBSIDE RISER IN PANEL WITH DUMP SWITCH
Light(s) Controlled: DUROLUMENS
SET ELAPSED TIME FOR 5 MINUTES

Note: Install the dump override switch closest to the door opening. The middle switch is to be left blank. The light switch is to be toward the hinged side of the door.

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PL26D000 0 1 NORCOLD REFRIGERATOR

Install a Norcold NR740BB-H 12V refrigerator in the location noted below.

LOCATE: LINEN CABINET BELOW ELECTRONICS.

NOTE: INSTALL BEHIND A PERFORATED D/A FINISHED ALUMINUM DOOR. DOOR TO HAVE WELDED CORNERS. INSTALL TWO CUSTOMER-SUPPLIED LOCKS. NOTE THAT HOLES FOR LOCKS TO BE PREPUNCHED AND LOCATED SO AS TO ALLOW THE ARMS TO REACH TO LATCH. SHIP LOOSE THE TWO KEYS THAT COME WITH THE TWO CUSTOMER-SUPPLIED LOCKS.

- !!! INSTALL A DRAIN LINE FOR THE REFRIGERATOR.
- !!! INSTALL DEDICATED BATTERY HOT POWER TO REFRIGERATOR INSIDE CABINET WHERE IT IS INSTALLED.

PL27CE00 0 8 PATIENT CEILING DOME LIGHT LENS: Concept Style

Concept 3 style LED dome lights will be installed in the designated areas of the patient ceiling.

NOTE: LIGHT OVER HEAD OF BENCH AND LIGHT OVER THE ATTENDANT'S SEAT TO BE ON SEPARATE SWITCH

PL27FS00 0 2 LIGHT PROGRAMMING: cab light control

The following lights shall be controlled as follows in addition to the standard modes of operation;

A switch on the front control panel can be toggled to turn off the defined lights, should they be on.

The switch can also be toggled to turn on the defined lights, should they be off.

Lights: PATIENT DOME LIGHTS

Lights: LED PATIENT CEILING LIGHTS

PL29A000 0 1 SPOT LIGHT: hand held

Install an Optronics 400,000 CP hand held spotlight with momentary switch in the location noted below.

Locate: INSTALL IN A CARPET COVERED ALUMINUM POCKET ATTACHED TO THE REAR OF THE RADIO CONSOLE. USE 12V PLUG-IN STYLE ILO HARD

WIRED.

PSP00001 0 1 SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING

!!! DO NOT INSTALL PD BOX IN STREETSIDE INTERMEDIATE COMPARTMENT.
PD BOX TO BE LOCATED IN CAB CONSOLE.

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HEATING, AIR CONDITIONING AND INTERIOR ENVIRONMENT

QH291000 0 1 CABINET MOUNTED HEAT/AC UNIT FOR SWIVEL ATTENDANT SEAT

The vehicle heat/ac unit will be installed in the bottom of the linen cabinet instead of the attendant seat base. Requires vertical mounting of a custom combo unit. Unit will use (1) #10008973, 3-ply filter.

Note: UNIT TO HAVE STANDARD SEATBASE. HEAT/AC WILL STILL BE LOCATED IN THE BOTTOM OF THE LINEN CABINET.

QH29I200 0 1 HEAT/AC SYSTEM-COMPRESSOR & CONDENSOR, FACE

Install a ProAir 12V heat/AC system, complete with compressor and condenser, for the 4300. Unit is to include 3-ply replaceable carbon filters at the air intake point. This system shall not tap into the chassis OEM heat/AC system. Includes a top mounted condenser for DT466.

INSTALL AN EXTERNAL CONDENSER ON A (2) WEDGE MOUNTS ON THE FRONT FACE OF THE BODY.

PREVIOUS VEHICLE #13956 HAD THE CONDENSER FANS WIRED THROUGH THE HIGH PRESSURE SWITCH. DO NOT WIRE THESE VEHICLES IN THAT MANNER. WIRE TO DUPLICATE #17263.

ALL HOSES ARE TO HAVE STANDARD 'EASY CLIP' FITTINGS AND ARE TO BE INSTALLED IN PROTECTIVE LOOM.

AC HOSES ARE TO RUN FROM THE LOWER LEFT PORTION OF THE #2 COMPARTMENT, UP AND OVER THE TOP OF THE VERTICAL CABINET BEHIND THE ATTENDANT'S SEAT, TO THE FRONT CONDENSER.

INSTALL AN ACCESS PANEL ON THE FRONT WALL OF THE VEHICLE TO SERVICE FITTINGS.

REDUCE THE USE OF FITTINGS AS MUCH AS POSSIBLE.

INSTALL AN AUXILIARY RECEIVER-DRYER IN THIS SYSTEM.

SYSTEM IS TO INCLUDE A SECOND COMPRESSOR.

!!! LEAVE SOME SLACK IN THE AC LINES. DO NOT PULL TOO TIGHT. ALSO NOTE PRESSURE SWITCH TO RECEIVER/DRYER. SEE JIM HISER WITH QUESTIONS. HE REPAIRED SYSTEMS ON PREVIOUS UNITS.

QH29N000 0 1 PAINT AUXILIARY CONDENSER, FRONT FACE, TO MATCH BODY:

Paint the auxiliary condensor mounted on the front face of the body to match the body color. Standard color is white.

VE 15-16.018 Public Safety VE Purchase #4 Medium Emergency

Medical Vehicle

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QH310000 0 1 3-PLY PANEL INTAKE FILTER

Install a 3-Ply Panel air intake filter ILOS. (1) 16.75" x 8.75" #10008973 for attendant seat base or above right front cabinet. (2) 13" x 18" #10009296 over #1 compartment or in bottom of linen cabinet. Filters will be behind stainless steel intake grills.

QL43C000 0 1 PERKO POWER VENT

Install a Perko power vent. Use existing ceiling plate and vent to outside of modular body.

QL43D000 0 1 PERKO STATIC VENT

Install a Perko static vent. Use existing ceiling plate and vent to outside of modular body.

QL455000 0 1 DANHARD 110V A/C SYSTEM

Install a Danhard 50-2000 110V heat/AC unit as noted below.

LOCATE: UNDER REAR OF BENCH.

!!! INSTALL A RUBBER FLAP FORWARD OF THE UNIT UNDERNEATH THE VEHICLE TO DEFLECT ROAD DEBRIS.

CAB CONSOLE AND COMMUNICATIONS

RJ01A000 1 1 **ANTENNA COAX 1**:

R

An RG 58U coax shall be installed so that the ambulance conversion need not be disassembled.

Exterior Termination: FRONT CENTER OF MODULE ROOF
Interior Termination: ATTENDANT SEAT BASE
!!! INSTALL CUSTOMER SUPPLIED CABLE, MOUNT, AND "VHF" ANTENNA

RJ040000 1 1 RADIO CABLE PULL WIRE

A standard pull wire for radio installation shall be installed from behind the driver's seat to behind the inhalation panel.

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RJ05B000 1 1 FRONT CONSOLE:

A console shall be fabricated to coordinate with the interior cab color. Room shall be provided on the face of the console for installation of radio and siren controls.

- !!! INSTALL CUSTOM CONSOLE PER ATTACHED DRAWING.
- !!! REAR PORTION TO BE OPEN WITH NO SLOTS OR DIVIDERS.
- !!! INSTALL (2) CUP HOLDERS (RJ05CP00) PER DRAWING AND SEAL BOTTOMS AGAINST LEAKAGE.
- !!! INSTALL A .250" ALUMINUM REINFORCEMENT PLATE ON THE INSIDE OF CONSOLE PER DRAWING FOR ATTACHMENT OF LAPTOP MOUNTING BRACKET. THIS IS LOCATED ON THE CURBSIDE FORWARD AREA. INSTALL A CUSTOMER-SUPPLIED COMPUTER BRACKET IN THIS LOCATION.
- !!! FABRICATE AND INSTALL A TRAY TO ATTACH TO THE REAR OF THE CONSOLE.
 THE TRAY IS TO BE PER DWG #113999 (4.25"W). SPRAY WITH BLACK
 SCORPION TO MATCH CONSOLE.
- !!! DUPLICATE OF PREVIOUS VEHICLES.

RJ05CP00 0 2 CUP HOLDERS

Install two (2) cup holders recessed into the console per drawing.

RJ06A000 0 1 RADIO HEAD PRE-CUT: front

Cut out control console for radio head(s). $\mbox{\it CUSTOMER SUPPLIED}$

RJ06B000 0 1 RADIO HEAD PRE-CUT: rear

Cut out rear action panel for radio head(s). ${\it CUSTOMER~SUPPLIED}$

RJ070000 0 2 RADIO CABLE INSTALL: customer supplied

Customer supplied radio cables will be installed during the vehicle construction. Cables to be tagged and marked at each end to identify their installed location. All cables shipped to Horton must have the vehicle production number clearly marked on the shipping package, and delivered prior to or at time of modular pre-wire.

- !!! (1) FROM FRONT CONSOLE TO BELOW THE ATTENDANT'S SEAT.
 - (1) FROM INHALATION AREA TO BELOW ATTENDANT'S SEAT.

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RJ080000 1 3 RADIO POWER/GROUND:

Install 6 gauge cable to positive and ground studs for radio power.

!!! INSTALL (1) BATTERY HOT AND (1) BATTERY SWITCHED IN ATTENDANT SEAT BASE.

!!! INSTALL (1)BATTERY SWITCHED POWER AND GROUND INSIDE OF FRONT CONSOLE. LABEL ACCORDINGLY

!!! INSTALL (1) BATTERY POWER AND GROUND INSIDE OF FRONT CONSOLE WIRED HOT AT ALL TIMES. LABEL ACCORDINGLY

RSP00001 0 1 SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS

- !!! INSTALL (1) CUSTOMER SUPPLIED SPEAKER AND 1-MIC. SPEAKER TO GO ABOVE PASSTHROUGH WINDOW AS HIGH UP AS POSSIBLE.
- !!! INSTALL REMAINDER OF RADIO EQUIPMENT UNDER THE ATTENDANT'S SEAT AND PROVIDE VENTED ACCESS DOOR PER PREVIOUS UNITS.
- !!! CUSTOMER-SUPPLIED RADIO EQUIPMENT WILL INCLUDE:
 - (1) MOTOROLA XTL 2500 TRANCEIVER (UNDER ATTENDANT'S SEAT)
 - (2) MOTOROLA XTL 2500 RADIO HEADS (1 FRONT, 1 REAR)
 - (1) MOTOROLA EXTERNAL SPEAKER (CAB HEADLINER UP HIGH)
 APPLICABLE MOUNTING BRACKETS AND MICS.

RSP00002 0 1 SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS

!!! INSTALL A CUSTOMER-SUPPLIED POWER CABLE AND QUICK CONNECT PLUG TO THE POWER GROUND UNDER THE ATTENDANT SEAT FOR USE WITH TRANSAFE WINCH.

OXYGEN AND SUCTION

TN002000 1 1 OXYGEN BOTTLE MOUNT, VERTICAL TRACK FOR QRM-V

Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the compartment in the right hand corner. The O2 bottle mount is adjustable for "M" or "H" size tanks.

TN01MW00 1 1 OXYGEN BOTTLE, CYLINDER BRACKET: Zico

Zico QRM-V oxygen bracket shall be installed.

Locate: standard location
Tank Size: "M" OR 'H'

TN030000 2 2 OXYGEN OUTLETS, STANDARD

Two oxygen outlets to be provided as standard and located in the inhalation panel unless relocated per option ${\tt TNO3RL00}$.



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TN03A000 0 1 OXYGEN OUTLET: additional

Install additional oxygen outlet(s).
Locate: FORWARD END OF BENCH CABINET

TN04A000 1 1 ADAPTER TYPE: Ohio Diamond II

Oxygen outlets to be Ohio Diamond II.

TN050000 1 2 **FLOWMETER**:

Supply dial type flowmeter.

TN060000 1 1 OXYGEN WRENCH:

Install oxygen wrench in oxygen compartment. Mount secure so not left hanging. Mount with length of chain or cable so not removable.

TN100000 1 1 VACUUM OUTLET: inhalation wall

A single vacuum panel shall be installed in the inhalation area. The outlet shall be of the same style as the oxygen system and hooked to the onboard vacuum pump.

TN11A000 0 1 ASPIRATOR: RS-4X disposable

Install Rico RS-4X aspirator and plumb to the pump listed below.

TN12C000 0 1 VACUUM PUMP:

Install a CFP #107CDC20 12vdc electric suction pump.

LETTERING

ESCAMBIA COUNTY EMS

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UP010000 1 LETTERING:

Lettering to be included.

Color: GOLD SCOTCHLITE WITH BLACK OUTLINE/SHADE

Style: HELVETICA

UNIT ID NUMBER ARE '29' & '30' (do not install on plates) !!!

ORDER THE COUNTY GRAPHIC FOR EACH SIDE FROM:

GRAPHIC DESIGNS INTERNATIONAL 800-344-6853

CONTACT CHRISTINE WILGUS

UP01CS00 1 LETTERING REQUIRED ON CURBSIDE OF BODY

Lettering shall be installed on the curbside of the body. This lettering shall meet the requirements listed below.

> "ESCAMBIA COUNTY" (NEW ARTWORK)

"EMS" (UPPER PORTION OF SIDE ENTRY DOOR)

UNIT ID NUMBER ARE '29' & '30' (do not install on plates) 111

UP01F000 1 LETTERING REQUIRED ON FRONT OF VEHICLE

Lettering shall be installed on the front of the vehicle. This lettering shall meet the requirements listed below.

> "AMBULANCE" (MIRROR IMAGE ON WINDSHIELD

"EMS" SIZED TO FIT, UPPER PASSENGER SIDE

!!! UNIT ID NUMBER ARE '29' & '30' (do not install on plates) LOCATED UPPER DRIVER'S SIDE.

UP01R000 1 LETTERING REQUIRED ON REAR OF VEHICLE

Lettering shall be installed on the rear of the vehicle. This lettering shall meet the requirements listed below.

"DIAL 911" (ON REAR DOORS ABOVE WINDOWS) "BUCKLE UP" (ON REAR DOORS BELOW WINDOWS)

"KEEP BACK" (BOTTOM OF REAR DOORS BELOW STRIPE)

"300 FEET" (SIZE TO FIT)

"EMS" (UPPER LEFT REAR CORNER OF VEHICLE)

111 UNIT ID NUMBER ARE '29' & '30' (do not install on plates)

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Std_Otv

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UP01SS00 1 LETTERING REQUIRED ON STREET SIDE OF BODY

Header/Description/Data

Lettering shall be installed on the street side of the body. This lettering shall meet the requirements listed below.

"ESCAMBIA COUNTY" EMS"

(NEW ARTWORK)

(UPPER PORTION OF FORWARD COMPARTMENT DOOR)

!!! UNIT ID NUMBER ARE '29' & '30' (do not install on plates)

UP03B000 58 4" SHADED SCOTCHLITE LETTERING

UP08D000 1 STAR OF LIFE 36: (each)

Install 36" star of life.

Locate: ROOF

UP180000 1 DOOR REFLECTORS

Install 2" x 12" strips of red Scotchlite at the top of each entry door placed horizontally.

Y00 1 PRICE ADJUSTMENT: discount

Price discount, and or consideration.

MULTIPLE UNITS.

Z02 1 Factory Pickup and Transportation

Allowance for vehicle pickup, transportation and drivers fee.

!!! DELIVERY TO ESCAMBIA COUNTY EMS.

Z04 1 Fuel, Tags, Etc.

Allowance for fuel, tags and administrative.

VE 15-16.018 Public Safety VE Purchase #4 Medium Emergency Medical Vehicle

Posting Date	Thursday, June 30, 2016
Due Date for Offers	Friday, July 29, 2016
Depart.	Mike Weaver, Director Public
Contact	Safety Department
Fleet	Steven Barnes , Fleet
Maint.	Maintenance Manager

VE 15-16.018 Public Safety VE Purchase #4 Medium Emergency Medical Vehicle

Offers for the sale of vehicle or equipment meeting the specifications for VE 15-16.018 Public Safety VE Purchase #4 Medium Emergency Medical Vehicle as listed will be accepted until **5:00 pm on Friday, July 29, 2016**. Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered in a sealed envelope to:

The Office of Purchasing, 2nd floor, Room

11.101, Matt Langley Bell, III Bldg.,

213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number <u>VE 15-16.018 Public Safety VE Purchase #4</u> Medium Emergency Medical Vehicle and the name of the offerer.

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Office of Purchasing 213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg, Pensacola, Florida 32502



Horton Emergency Vehicles--3800 McDowell Rd--Grove City, OH 43110

ESCAMBIA COUNTY EMS

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Year: 2017

Chassis: Navistar Medium, 102"

Type: MED 603A

Rev 1 Print Features 11941

CATEGORIES:

A	Chassis
В	Body Connection Pass Thru Type
BH	Chassis Accessories
BL	Chassis Electrical
C	Conversion Model
CB	Module Body Modifications
D	Module Body Hardware
E	Paint and Striping
F	Cabinet Doors, Handles and Hardware
\boldsymbol{G}	Interior Colors
H	Interior Cabinets, Streetside
I	Interior Cabinets, Curbside
J	Front Wall Cabinets
K	Interior Accessories and Trim
\boldsymbol{L}	Cot Mount, and Patient Handling
M	Warning Systems, Visual
MN	Warning Systems, Audible
0	Lights, Non Emergency
P	Electrical Power Group
Q	Heat, Ventilation, Air conditioning
R	Console, Radio, and communications
T	Oxygen and Suction
$oldsymbol{U}$	Lettering and Graphics
Z	Other

Prepared By: Jason Cavallo

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC



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2017 Navistar Medium, 102"

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Option Std Oty Header/Description/Data

Proposal Total

AA000000	1	1 SPECIFICATION FOR A NEW EMERGENCY MEDICAL VEHICLE
АВ		Horton Emergency Vehicles Feature List
AC		CHASSIS
Al		NAVISTAR CHASSIS
AIN12017	0	1 CHASSIS, 2017 NAVISTAR 4300LP, 102" C/A The chassis required to complete the ambulance conversion shall be supplied by Horton. See chassis specification for further information. !!! SEE QUOTE #826-01
AINSP001	0	1 SPECIAL INSTRUCTION FOR NAVISTAR CHASSIS !!! USE OLD STYLE BELLOWS MATERIAL. !!! INSTALL A TRIM RING AROUND THE CAB SIDE OF THE PASS-THROUGH TO DUPLICATE PREVIOUS VEHICLES. TRIMLOCK MUST BE GLUED IN PLACE.
AJNSPIC0	1	1 CHASSIS INTERIOR COLOR SHALL BE GRAY
В		CHASSIS MODIFICATIONS, HARDWARE AND ACCESSORIES

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BH02F000 1 1 HUB & LUG NUT COVERS, STAINLESS FOR NAVISTAR 19.5"

Polished stainless steel hub and lug nut covers shall be installed on all four outside wheels.

BH02H000 1 1 TIRE SIZE, 19.5", MEDIUM DUTY:

This vehicle is specified to have 19.5" tires.

BH02J000 0 1 CHASSIS IS EQUIPPED WITH AIR BRAKES:

This vehicle is specified to have air brakes. Note that proper tire clearances are allowed.

BH040000 1 1 CHASSIS IS EQUIPPED WITH HORIZONTAL EXHAUST

The chassis specified above is to include a horizontal exhaust.

BH04F000 1 1 STANDARD HEIGHT CAB

The chassis specified above will have the standard cab height.

BH06A000 0 1 WIDE DOCK BUMPERS

Install wide style rear dock bumpers. Not applicable with bumper option BH11E000.

BH070000 1 1 REINFORCE REAR BUMPER END CAPS

Reinforce end caps of rear bumper for greater impact resistance.

This option is not compatible with a shock absorbing rear step.

BH110000 1 1 REAR STEP/ BUMPER ASSEMBLY

The center section of the rear step bumper shall be constructed of aluminum grip strut and be hinged to assist in patient handling.

- !!! THIS STEP TO BE INSTALLED 3.00" FROM THE REAR DIAMOND PLATE RISER TO THE BACK OF THE STEP.
- !!! INSTALL A CUSTOM LIFT UP CENTER SECTION WITH A 1.00" HIGH NOTCH IN THE LOWER EDGE OF THE REAR VERTICAL DIAMOND PLATE EDGE TO PREVENT COT RUNNERS FROM DRAGGING ON THE STEP WHEN IT IS IN THE UP POSITION. REINFORCE LIFT UP SECTION WITH FLAT STOCK.
- !!! STEP REINFORCEMENT MUST BE 1.5" BOX TUBING WITH (2) EQUALLY SPACED DIVIDERS FOR SUPPORT. DUPLICATE OF PREVIOUS VEHICLES.

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BH261000 0 1 FUEL TANK COVERS, DIAMOND PLATE, FOR NAVISTAR 4300 CHASSIS

Diamond plate step well covers shall be installed on both the curb and street side cab step wells. The covers shall be made of .125"thick polished diamond tread plate with a minimum 3003-H14 alloy.

BH32OR00 1 1 SUSPENSION SWITCH: dump override

A switch will be installed where specified, to override the automatic dump feature activated by the left rear patient compartment entry door.

SWITCH LOCATE: REAR CURBSIDE RISER, NEAR RIGHT REAR DOOR, 6" ABOVE RISER TRIM.

NOTE: USE NEW 3-SWITCH PANELS. INSTALL THE DUMP OVERRIDE SWITCH CLOSEST TO THE DOOR OPENING. THE MIDDLE SWITCH IS TO BE LEFT BLANK. THE LIGHT SWITCH IS TO BE TOWARD THE HINGED SIDE OF THE DOOR.

!!! INSTALL FLUSH MOUNTED. MINIMIZE THE DEPTH OF THE CLOSEOUT (CA590005/DR11A000). INSTALL A CLOSEOUT AROUND ALL WIRING AND COVER CLOSEOUT WITH RUBBER MATTING TO MATCH REMAINDER OF COMPARTMENT. WIRING TO EXIT OUT THE TOP OF THE PANEL CLOSEOUT AND TRAVEL UP THE LEFT REAR CORNER SO AS NOT TO INTERFERE WITH STORAGE IN THIS AREA.

BHSPD006 0 1 MIRROR: OEM

The mirror set shall be OEM supplied, and installed by the chassis manufacturer.

BL26B000 1 1 BACKUP ALARM RESET

Backup alarm to automatically reset to on if alarm was manually canceled using the control panel alarm cut-off switch (FL25) during previous use.

BL26L000 0 1 DUAL PURPOSE CAMERA SYSTEM, BACKUP AND PATIENT AREA VIEWING

Install a Voyager VCCS155 backup camera over the rear doors. Install a second camera on the interior of the vehicle as noted below. Install a Voyager AOM711 7" LCD screen in the cab rearview mirror area. Wire to activate the backup camera when the vehicle is placed into reverse. The second camera is to provide a view of the patient area when selected.

INTERIOR CAMERA LOCATION: OVER REAR DOORS

!!! INSTALL THE EXTERIOR CAMERA BETWEEN THE CENTER ICC LIGHT AND THE CURBSIDE LOADING LIGHT.

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BL32A000 1 1 OEM AM/FM/CD PLAYER SHALL BE PROVIDED BY THE OEM MANUFACTURER

OEM AM/FM/CD player shall be provided by the OEM manufacturer on all Horton supplied chassis.

Note: This option applies only to chassis supplied by Horton. Chassis supplied by either the customer or the dealer must be ordered with this feature from the chassis OEM.

BSP00001 0 1 SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES

!!! SUPPLY AND INSTALL A SAFETY VISION MINI DVR SYSTEM ON THE FRONT WINSHIELD 2" BELOW "AMBULANCE" LETTERING.

!!! RUN THE WIRING OVER THE HEADLINER AND DOWN THE RIGHT SIDE CAB PILLAR INTO THE OEM CHASSIS FUSE BOX. TIE THE RED AND YELLOW WIRES TOGETHER USING FUSABLE LINK AND WIRE INTO CONTINUOUS HOT 12V POWER AT THAT LOCATION.

BSP00002 0 1 SPECIAL INSTRUCTION, CHASSIS MODIFICATION HARDWARE & ACCESSORIES

!!! INSTALL JUMP START STUDS ON THE REAR OF THE DRIVER'S SIDE CAB STEP FACING THE BODY.

C CONVERSIONS

CA200000 0 1 PREVIOUS VEHICLE REFERENCE

This option is to be used for comparison purposes only. Specifications are specific to each order so use extreme caution when referencing a previous production order.

PREVIOUS VEHICLE PRODUCTION #17263-64

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Year: 2017 Chassis: Navistar Medium, 102" Model:

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Option Header/Description/Data Std Otv

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CA590000 1 CONVERSION MODEL: 603A MEDIUM DUTY NAVISTAR 4300

MINIMUM BODY DIMENSIONS: (Exterior) 91" -Height: 96" -Width: 167" -Length: (Interior) 72" -Height: 20" -Aisle -Width: 20" (from edge of cot in wall position to squad bench riser) -Length: 163" OVERALL DIMENSIONS (Including Chassis, Module and Step): -Height: 110" (to top of vent) 100" -Width: 290" Navistar -Length: 289" Freightliner VEHICLE TO INCLUDE 72" HEADROOM AS STANDARD. 111 !!! DO NOT INSTALL SLIDING PLEXIGLAS IN THE PASS THROUGH. !!! ALL LED COMPARTMENT LIGHTING IS TO BE FULL LENGTH. DO NOT CUT SHORT.

CA590001 1 603A STREETSIDE FORWARD:

16.2" wide x 80.6" high Clear Door Opening: 18.9" wide x 83.6" high x 21.3" Actual Compartment This area shall be accessed through a single outside hinged door. The compartment shall house the vehicle's primary O2 cylinder. The compartment shall be vented to the outside.

!!! LOUVERS TO BE STAMPED FACING DOWN ILOS.

1 SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

dr081000

A diamond plate adjustable shelf shall be installed in the following location.

Locate: APPROXIMATELY 60" FROM FLOOR OF COMPARTMENT

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CA590002 1 1 603A STREETSIDE INTERMEDIATE:

Clear Door Opening: 48.2" wide x 27.8" high Actual Dimensions: 51.9" wide x 31.0" high x 21.3" This area shall be accessed through double, outside hinged doors. Both doors shall have exterior door handles and latching devices.

!!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.

!!! INSTALL ALL ELECTRICAL EQUIPMENT ON CEILING OF COMPARTMENT AND COVER WITH AN EXPANDED METAL GUARD. MAKE SURE ACCESS HOLES ARE CUT IN THE CORRECT LOCATIONS.

!!! INSTALL TRIM LOCK AROUND ALL HOLES FOR WIRING.

!!! DO NOT INSTALL PD BOX IN THIS COMPARTMENT. PD BOX TO BE LOCATED IN THE FRONT CONSOLE.

0 1 SHELF, PULL OUT TRAY FOR EXTERIOR COMPARTMENT

dr100000

Diamond plate pull-out tray with Accuride slides installed as noted below:

Locate: 4" DOWN FROM ELECTRICAL EQUIPMENT. TRACK TO BE FULL HEIGHT. !!! TRAY TO LOCK IN THE 'IN' AND 'OUT' POSITION AND BE ADJUSTABLE.

0 1 EXPANDED METAL CAGE FOR PROTECTION OF EQUIPMENT

dr11ca00

Install an expanded metal cage around the onboard electrical equipment per location noted below. Include access ports to equipment with grip lock around the edges of the openings.

LOCATE: CEILING OF STREETSIDE INTERMEDIATE COMPARTMENT. ALLOW A HOLE ADEQUATE IN SIZE TO REACH ALL COMPONENTS AND COVER EDGE WITH GRIP LOCK.

CA590004 1 1 **603A STREETSIDE REAR**:

Clear Door Opening: 32.0" wide x 80.6" high Actual Dimensions: 37.4" wide x 83.6" high x 21.3"

This area shall be accessed through double, outside hinged doors. Both doors shall have exterior door handles and latching devices:

!!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.

0 1 COMPARTMENT HEIGHT Modify: first, street side

cb040000

The height of the standard compartment for this model shall be modified. This is the first street side compartment height modification and shall include affected modifications to the interior cabinet.

Height Modification: DECREASE 22"

0 1 SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

dr08l000

A diamond plate adjustable shelf shall be installed in the following location.

!!! Note location of extinguisher. Leave room to allow adjustment in shelf.

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CA590005 1 1 603A CURBSIDE REAR:

Clear Door Opening: 25.0" wide \times 80.6" high Actual Dimensions: 29.6" wide \times 83.6" high \times 21.3" This area shall be accessed through a single outside hinged door

- !!! LOUVERS TO BE STAMPED FACING DOWN ILOS.
- !!! IN ADDITION TO DECREASING WIDTH OF COMPARTMENT 4" ADD A 3" OFFSET IN RIGHT HAND SIDE OF COMPARTMENT THAT PROTRUDES INTO THE DOOR OPENING FOR 75" OF USABLE LENGTH IN BENCH.
- !!! INSTALL AN ALUMINUM ANGLE 60" FROM FLOOR OF THIS COMPARTMENT TO PREVENT 72" LONG BACKBOARDS FROM FALLING OUT IF THE VEHICLE IS PARKED ON AN INCLINE. COVER THE ANGLE WITH GRAY STICK-ON RUBBER MATTING. IT WILL BE NECESSARY TO LOAD THE BACKBOARDS TOP FIRST IN BEHIND THE ANGLE.
- !!! INSTALL AN ANGLED TRIM PIECE IN THE LEFT REAR CORNER OF THE COMPARTMENT AND COVER WITH RUBBER MATTING. THIS PIECE IS TO CLOSE OFF THE WIRING FROM THE RECESSED SWITCH PANEL IN THE RISER.

0 1 COMPARTMENT WIDTH Modify: first, curbside

cb060w00

The width of the standard compartment for this model shall be modified. This is the first curbside compartment width modification and shall include affected modifications to the interior cabinet.

Width Modification: DECREASE 4"

0 3 SHELF FOR LED LIGHTED VERTICAL COMPARTMENT

dr08l000

A diamond plate adjustable shelf shall be installed in the following location.

Locate: RIGHT SIDE OF DIVIDER FOR INSIDE OUTSIDE ACCESS !!! INSTALL BOTTOM SHELF 42" FROM FLOOR OF COMPARTMENT.

0 1 DIVIDER FIXED, VERTICAL COMPARTMENT

dr11a000

Install a 16" deep fixed vertical divider shall be installed in the location listed below. (Divider material is to match the compartment material)

Locate: 12" FROM RIGHT HAND WALL

0 1 CLOSEOUT, EXTERIOR COMPARTMENT

dr11cl00

Install a closeout to block off exterior access to the exterior compartment as noted below. Fabricate closeout to match compartment material.

LOCATE: CURBSIDE REAR COMAPRIMENT BACK WALL FOR 3-SWITCH PANEL IN CURBSIDE WALL RISER.

CAB93AF0 0 1 KKK-A-1822F CERTIFICATION LABEL

The vehicle shall have weight/payload, electrical load and KKK-A-1822F certification stickers installed in the O2 compartment.

HORTON INSTALLED

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BODY MODIFICATIONS/OPTIONS

CB06CC00 0 1 CRASH BARRIER SAFETY CONFIGURATION

The side access door is to be relocated at the forward most area on the curbside of the body. The space between the door and the head of the bench is to be occupied by an inside/outside access compartment with three standard shelves .125" thickness. The bench must remain a minimum of 72" long.

- !!! NOTE 'D' BOTTLE STORAGE PER ISP00001. STORAGE HOUSING TO BE WELDED INTO COMPARTMENT.
- !!! LOUVERS ARE TO BE STAMPED FACING DOWN ILOS.
- !!! COMPARTMENT TO BE 22" OD WIDE TO DUPLICATE PREVIOUS VEHICLES.
- !!! INSTALL ONLY TWO (2) SHELVES IN THIS COMPARTMENT.

CB06E000 0 1 SIDE DOOR: relocate

The side patient access door shall be relocated from its standard location.

!!! CRASH BARRIER CONFIGURATION.

CB06SX00 0 1 DOUBLE STEP CURBSIDE ENTRY 6" DROP SKIRT

The curbside skirt, forward of the rear wheel well shall be dropped 6 inches. Two integral ALD steps within the side patient door step well shall be available upon opening the side door for easier and lower access to the patient compartment.

CB07E000 0 1 COT MOUNT REINFORCEMENT PLATES: Power Load

Additional under floor reinforcement is required for future installation of a Stryker Power Load system.

CB09SA00 1 1 PATIENT AREA SOUND PROOFING/ACOUSTIC ENHANCEMENT

PACKAGE

Install standard sound control package.

CB09SB00 0 1 WALK THROUGH MODIFICATION FOR CUSTOM HEAT/AC SYSTEM

Shift the bulkhead walk through opening 2" toward the curbside of vehicle so it is compatible with the custom heat/ac unit.

!!! PASS THROUGH VEHICLE.

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CBSP0001 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! INCREASE HEIGHT OF REAR DOORS APPROXIMATELY 2" TO MATCH PREVIOUS VEHICLES. SEE DRAWING.

CBSP0002 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! EXTEND THE CURBSIDE WHEELHOUSE TO THE REAR COMPARTMENT.

CBSP0003 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! FABRICATE AN ALUMINUM FILLER BOX OUT OF 3/16" MATERIAL AND WELD TO THE TOP OF THE STREETSIDE REAR COMPARTMENT TO FILL THE GAP BETWEEN THE TOP OF THE COMPARTMENT AND THE BOTTOM OF THE UPPER INTERIOR CABINET.

CBSP0004 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! SHORELINES TO BE INSTALLED IN NON STANDARD LOCATION PER VEHICLE #17263-64. HAND CUT SO THEY ARE LOCATED IN STRIPE.

CBSP0005 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! NOTE THE FLOOR MOUNT PLATES FOR WINCH NEXT TO ATTENDANT'S SEAT AND REAR OF FLOOR. FLOOR MUST BE REINFORCED FOR THIS APPLICATION.

CBSP0006 0 1 SPECIAL INSTRUCTION, BODY MODIFICATIONS

!!! CUT ACCESS HOLES INTO THE TOP AND BOTTOM OF ALL INTERIOR DOOR PANELS TO ACCESS DOOR LATCH MECHANISMS. SCREW AN ALUMINUM COVER OVER EACH HOLE AND INSTALL A RED REFLECTOR ON THE PLATE.

MODULE BODY HARDWARE

DG05C100 0 2 PRIVACY WINDOWS, REAR MODULE BODY ENTRY DOORS

The rear module entry doors shall have solid windows. The windows shall have dark privacy glass. The windows shall meet FMVSS glazing standards. No films are to be used.

!!! SIDE DOOR WINDOW TO BE FIXED ILOS.

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DG07R000 0 1 EMERGENCY DOOR RELEASE MECHANISM, SIDE DOOR

Install emergency release knobs on top and bottom of the side module entrance door.

DG080000 1 1 EMERGENCY DOOR RELEASE MECHANISM, REAR DOORS

Install standard emergency release knobs on top and bottom of rear module entrance doors.

DG08A000 1 1 DOOR HANDLES

Install Tri-Mark free floating style door handles with pre-stretched stainless steel cables. Include three piece interior door panels on all access doors.

DH000000 1 1 Vi-Tech body mounts

Install standard Vi-Tech body mounts.

DH030000 0 1 STAINLESS STEEL SPLASH SHIELDS

Install brushed stainless splash shields on the lower front face of the body just behind the cab access doors. These splash shields are to be the same height as the diamond plate front corner guards.

DH040000 1 1 MODULE BODY FENDERS: stainless steel

Rear wheel housings shall have stainless steel flare skirts to protect the wheel house opening and side body finish.

DH04RS00 0 1 DIAMOND PLATE LOWER BODY RUB RAILS

Aluminum diamond plate lower body rub rails are to be along the bottom of the body on each side.

DH330000 1 1 REAR DOOR HOLD OPENS, GRABBER

Install chrome Cast Products "Grabber" style rear door hold opens.
(NOTE: HOLD OPENS MUST BE RELOCATED IF TELESCOPIC LIGHTS ARE ORDERED)

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DL480000 0 1 ELECTRIC DOOR LOCKS: compartment

Install power activated door locks on all exterior compartment doors. Locks to be activated by a switch at each patient area access door. Locks may be overridden by a door key. A separate lock switch will be located in the front radio console if option DL48D000 (wired to OEM locks) is not selected.

DL48A000 1 1 ELECTRIC DOOR LOCKS: access doors

Install power activated door locks on all patient area access doors. Locks to be activated by a switch at each patient area door, and controlled with the access door locks. Locks may be overridden by a manual slide lever or by the door key. A separate lock switch will be located in the front radio console if option DL48D000 (wired to OEM locks) is not selected.

!!! INSTALL AN ADDITIONAL DOOR LOCK SWITCH IN THE INHALATION PANEL.
THIS SWITCH TO OPERATE ALL LOCKS.

DL48C000 0 3 ELECTRIC DOOR SWITCH: programmable touch pad

The patient area power door locks will include an exterior programmable touch pad system located near the body side access door.

Locate: (1) EACH SIDE OF BODY PER DRAWING AND (1) ON REAR PER DRAWING.

!!! PROGRAM '35791' TO UNLOCK AND '555' TO LOCK. '12345' IS TO BE DISABLED.

DL48D000 0 1 ELECTRIC DOOR LOCKS WIRED TO OEM SWITCHES

The module door locks and compartment locks (if ordered) are to be wired to the chassis door lock switches.

DLH40000 0 1 RECESSED LICENSE PLATE BRACKET

A Cast Products #LP0002 recessed license plate bracket shall be installed per the attached drawing. The bracket will include lighting in the top to illuminate the license plate.

DM100000 1 1 **REFLECTORS**:

All patient compartment entry doors shall have red reflectors in the lower corner.

DR22A000 0 1 MATEFLEX IN EXTERIOR COMPARTMENTS

Mateflex will be installed on the floor and shelves of all exterior compartments.

Color: BLACK

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DR23A000 1 1 RUBBER COVERED WALLS IN BACKBOARD COMPARTMENT

The interior of the backboard compartment is to be covered with rubber matting to protect equipment stored in this area.

Color: GRAY

DSP00001 0 1 SPECIAL INSTRUCTION, MODULE BODY HARDWARE

!!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH GRAY SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.

PAINT AND STRIPING

ED010000 1 1 CHASSIS PAINT: standard white

Chassis color to be standard white.

ED040000 1 1 MODULE PAINT: standard white

Paint module standard white Sikkens #FLNA4002.

ED090000 0 1 STRIPE: custom

Special paint stripe See drawing

Paint Color: RED
Paint Number: FLNA3042

- !!! INSTALL AN 8.00" WIDE BELTLINE STRIPE WITH 1.125" SAPPHIRE BLUE VINYL SPACED .250" ABOVE AND BELOW STRIPE WITH "QRS" GOING INTO TOP OF STRIPE. SEE DRAWING.
- !!! ADD A LOWER SKIRT STRIPE WITH 1.125" BLUE VINYL STARTING AT TOP
 OF REAR CORNER GUARD THEN A .250" GAP THEN THE PAINTED STRIPE TO
 THE BOTTOM OF THE BODY.
- !!! REFER TO DRAWING
- !!! SAPPHIRE BLUE VINYL LISTED IN #220-37 PN# 10001920
- !!! DUPLICATE OF PREVIOUS VEHICLES.

ESP00001 0 1 SPECIAL INSTRUCTION, PAINT & STRIPING

!!! SPRAY ALL THRESHOLDS NORMALLY COVERED WITH ANTI SKID TAPE WITH GRAY SCORPION MATERIAL. DO NOT INSTALL ANTI SKID TAPE.

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INTERIOR CABINET DOORS, HANDLES & HARDWARE

FE010000 1 1 FULL HEIGHT PULL HANDLES ON SLIDING PLEXIGLAS DOORS

All sliding cabinet doors to have full length pull handles.

FE01FT00 1 1 LATCH, HINGED DOOR: Southco flush stainless steel pull style

Install stainless flush mount Southco pull latches on the hinged interior cabinet doors.

FE02A000 1 1 PLEXIGLAS COLOR: light tint

All Plexiglas doors to be light tint.

FE06E000 0 1 COUNTERTOP, SOLID SURFACE

Install solid surface countertop in lieu of standard stainless steel. Counter is to include radiused and tapered corners.

Color: MIDNIGHT PEARL

FE08ST00 1 1 INHALATION PANEL (STANDARD):

The inhalation panel is to be fabricated from composite material and covered with Formica to match to color selected.

!!! PANEL TO BE ANGLED AND SHORTENED 14" PER DRAWING.

FSP00001 0 1 SPECIAL INSTRUCTION, CABINET DOORS, HANDLES & HARDWARE

!!! ALL INTERIOR HINGED CABINET DOORS (PLEX AND SOLID) ARE TO BE INSTALLED USING STAINLESS STEEL CONTINUOUS HINGE. INSTALL NUTS AND BOLTS IN ALL HOLES. DO NOT MIX DISIMILAR METALS.

INTERIOR COLORS, UPHOLSTERY AND SEATING

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GF01R000 0 1 INTERIOR COLOR SCHEME: Custom

Interior colors are as follows:

FLOOR: LONCOIN FLECKSTONE SAPPHIRE #152TS

RISER: INDIGO BLUE

WALL: FASHION GRAY GLOSSIE CABINET: FASHION GRAY ALUMINUM

UPHOLSTERY: FLINT GRAY ACCENT STRIPE: PORT

GF02M000 1 1 INSIDE CABINET FINISH: paint

The interior of all aluminum cabinets shall have a durable paint finish. The painted surface shall be washable and non-absorbent. See the appropriate Interior Color Scheme option for paint color information.

GF02P000 1 1 **RISERS**:

The interior of this vehicle is to contain no wood or wood products. The risers are to be made of reinforced structural composite board covered with Formica per the color description. Formica will not installed on the risers if stainless steel riser options are selected.

GK12A300 0 1 HIGH BACK ATTENDANT SEAT WITH CHILD SAFETY, 4PT

Delete the boxed in attendant seat cushions. Install a USSC high back bucket seat with integral 4pt seatbelt and child safety seat. The seat to be adjustable front to rear.

GK150000 5 3 **SEAT BELTS**:

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Install standard 4pt seatbelts per quantity and locations selected.

Locate: On bench only, three positions.

INTERIOR CABINETRY, STREET SIDE

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HK000200 0 1 LINEN CLOSET WITH HEAT/AC UNIT IN BOTTOM

A vertical storage cabinet shall be located behind the attendant seat. The upper storage area shall house the primary electrical distribution area. The lower section shall be used to house the vehicle heat/ac unit. The outer surface of this area will be covered with perforated stainless steel providing intake air to the heat/ac unit. The center section can be utilized for miscellaneous storage. The electrical distribution area and the center storage area shall be accessed through hinged doors.

The electrical distribution area shall include a Southco key lock/latching device. The entire cabinet shall be fabricated from aluminum and shall then be painted, unless otherwise specified.

OPTION #CB09SB00 MUST ALSO BE SELECTED WHEN THIS OPTION IS USED.

- !!! SEE EXISTING FLEET FOR INSTALLATION OF REFRIGERATOR IN THIS AREA.
- !!! NOTE DOORS TO BE DESIGNED DIFFERENTLY FOR USE WITH CUSTOMER-SUPPLIED LOCKS. PREPUNCH HOLES FOR LOCKS MAKING SURE THAT THE ARMS ON THE LOCKS WILL REACH TO SECURE THE DOOR.
- !!! ADD LARGE BUMPER PADS TO DOOR TO PROTECT WALL WHEN OPENED.
- !!! UPPER ELECTRONICS DOOR TO INCLUDE A SQUARE VENT IN DOOR TO DUPLICATE PREVIOUS.
- !!! INSTALL LARGE RUBBER BUMPERS ON ALL DOORS TO KEEP THEM FROM HITTING THE FRONT BULKHEAD.
- !!! TRIM REFRIGERATOR OPENING SUFFICIENTLY TO ELIMINATE ANY EXISTING SHARP EDGE. INSTALL DRAIN LINE ON THE REFRIGERATOR DRAIN PAN.
- !!! TRIM REFRIGERATOR DOOR WITH GRIP LOCK TO ELIMINATE SHARP EDGES.
- !!! SHIP LOOSE BOTH KEYS THAT COME WITH THE TWO CUSTOMER-SUPPLIED LOCKS.

HK001000 1 1 HOPS SYSTEM:

The unit is to be equipped with the HOPS system.

Note: Deletion of the system along with the selection of option #HK01A000 requires that the credit provided under HK01B000 be deleted.

HK001B00 1 1 RADIUS STYLE CABINET TRIM

Install smooth 1.5" radiused trim on all applicable interior cabinets.

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941



Year: Chassis: Model:

2017 Navistar Medium, 102" 603A

Option Std Oty Header/Description/Data

Proposal Total

HK01A000 1 1 STREETSIDE WALL WITHOUT CPR SEAT

Street side cabinet wall to be per drawing. All cabinets over 14"H will include (1) standard adjustable shelf.

Configure: streetside cabinets to be 18" deep.

- !!! CABINET WALL PER DRAWING.
- !!! NOTE INSTALLATION OF SPECIAL LED LIGHT ABOVE O2 PANEL ILOS BAR LIGHT. LIGHT TO BE MOUNTED FLUSH WITHOUT ANY ANGLES AND AS FAR OUT TOWARD THE EDGE OF THE CABINET AS POSSIBLE.
- !!! INSTALL A SMALL OSCILLATING FAN (GUEST #900) PER DRAWING.

HK01R000 0 3 LIFT UP CABINET FRAMES: street-side

Fasten the Plexiglas door frame extrusion to a piano hinge secured to the cabinet wall. The complete frame and doors shall hinge open upward providing total access to the cabinet behind. The frame shall be held open with gas charged cylinders and secured in the down position with a sliding dead bolt.

Locate: ALL UPPER CABINETS

HK03D000 0 1 PULL OUT DRAWER INSTALLATION IN MAIN CABINET WALL

Pull out drawer(s) shall be installed in the main cabinet wall at the locations listed below.

- !!! PULL OUT WRITING TRAY ONLY.
- !!! INSTALL BELOW INHALATION COUNTER IN CABINET SO CABINET DOOR MUST BE OPENED TO ACCESS PULL OUT WRITING TRAY.

HK14C000 0 1 MONITOR BRACKET

The monitor bracket, as specified below, is to be installed as noted.

Manufacturer: FERNO WASHINGTON

Model Number: FW M200 FOR LIFEPACK LP15

Location: REARWARD END OF INHALATION COUNTER PER DRAWING !!! INSTALL SPACERS UNDER BRACKET TO ALLOW IT TO SWIVEL.

HSP00001 0 1 SPECIAL INSTRUCTION, STREETSIDE CABINETRY

!!! FABRICATE AN ALUMINUM FILLER BOX OUT OF 3/16" MATERIAL AND WELD TO THE TOP OF THE STREETSIDE REAR COMPARTMENT TO FILL THE GAP BETWEEN THE TOP OF THE COMPARTMENT AND THE BOTTOM OF THE UPPER INTERIOR CABINET.

INTERIOR CABINETS AND SQUAD BENCH, CURB SIDE

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Selected Feature List 11941



Year:
Chassis:
Model:

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Option Std Oty Header/Description/Data

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IA200000 1 1 SQUAD BENCH STORAGE:

Storage shall be provided under the bench cushions. The area shall run where possible under the bench. The storage pan shall be fabricated from aluminum and shall be accessed by raising the split cushions.

!!! MUST HAVE 75" BENCH LENGTH.

0 1 SQUAD BENCH: DELETE CUPS AND WELLS

iq05f000

A 22" wide x 72" long bench cushion shall be provided on the curb side of the patient area. The cushion shall be split. No provisions for stretcher cups and wells are provided.

!!! CUSHIONS TO INCLUDE 1" OVERHANG.

!!! MUST HAVE 75" BENCH LENGTH.

IG10A000 1 1 BENCH HOLD OPENS: gas

Install gas spring hold opens on squad bench lid.

IG10Q000 1 1 BENCH HOLD-DOWN: paddle latches (Pair)

Install recessed paddle latches into the squad bench riser to retain the squad bench lids in the closed position. The latches shall be both passive and positive.

IK17E000 0 1 SHARPS/WASTE STORAGE IN A PULL OUT DRAWER IN SQUAD BENCH

Install a drawer in the face of the squad bench in the specific location noted below. This drawer will house both sharps and waste containers.

Locate: HEAD OF BENCH TO OPEN INTO AISLE

IK18AA00 1 1 CURBSIDE OVERHEAD CABINET: hinged doors

Storage shall be provided above the squad bench. The storage shall run the full length of the squad bench and shall be accessed through hinged Plexiglas doors that are held in the open position with gas activated rods. The entire cabinet shall be fabricated from aluminum. The cabinet is to be 9" H to meet current K requirements.

!!! NOTE LOCATION OF 02 OUTLET.

!!! INSTALL A PAINTED DIVIDER (IK18Y000) IN THE CENTER OF CABINET.

IK18Y000 0 1 CABINET DIVIDER:

Install a cabinet divider as noted below.

Locate:

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

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IK280000 0 1 PASS THROUGH ACCESS TO THE CURBSIDE REAR COMPARTMENT

Inside/outside access to the curbside rear compartment shall be provided as described. Width is to be determined by the location of any exterior divider and the height shall start 41" from the exterior compartment floor to interior closeout unless noted otherwise below.

!!! UPPER PORTION ON AISLE SIDE PER DRAWING
DOOR STYLE: HINGED PLEXIGLAS
NOTE: INSTALL A MAGNETIC DOOR SWITCH TO ACTIVATE LIGHTING INSIDE
COMPARTMENT.

ISP00001 0 1 SPECIAL INSTRUCTION, CURBSIDE CABINETRY

!!! INSTALL A STORAGE AREA FOR THREE 'D' BOTTLES IN THE CABINET AT
THE HEAD OF THE BENCH. THE BOTTLES ARE TO BE ACCESSIBLE FROM THE
STEPWELL WITH AN EXTERIOR STYLE DOOR WITH TRIMARK HANDLE. THIS
WILL CREATE A 'FLOOR' INSIDE THE COMPARTMENT AT ABOUT INTERIOR
FLOOR LEVEL. BOTTOM WILL ONLY BE ACCESSIBLE FROM THE EXTERIOR.
THIS WILL PASS THROUGH CABINET AT HEAD OF BENCH AND PROTRUDE
INTO END OF BENCH PAN. SEE DRAWING. TO INCLUDE RUBBER STRIPS
ALONG THE BOTTOM TO HOLD THE BOTTLES IN PLACE. BOTTLE STORAGE
HOUSING TO BE WELDED INTO COMPARTMENT.

ISP00002 0 1 SPECIAL INSTRUCTION, CURBSIDE CABINETRY

!!! USE OLD STYLE BAR TYPE CUSHIONS. BEHIND THE UPPER CUSHION INSTALL AN ACCESS PLATE, TO BE COVERED BY THE CUSHION, TO ACCESS THE NUTS ON THE BACK SIDES OF THE SHOULDER BELTS.

ISP00003 0 1 SPECIAL INSTRUCTION, CURBSIDE CABINETRY

!!! DELETE THE STANDARD ALUMINUM ANGLE TRIM AND INSTALL STAINLESS STEEL PLATE ON BOTTOM OF SQUAD BENCH CUSHION ILOS. REAR CUSHION TO BE FIXED DUE TO DANHARD INSTALLATION. INSTALL GRIP LOCK OVER THE EDGE OF THE BRACKET UNDER THE CUSHION THAT HOLDS THE SEAT DOWN. INSTALL A GAS HOLDOPEN ON THIS CUSHION AS WELL. MAKE SURE THAT ALL SHAVINGS AND DEBRIS ARE VACUUMED OUT PRIOR TO DELIVERY.

ISP00004 0 1 SPECIAL INSTRUCTION, CURBSIDE CABINETRY

!!! INSTALL 90 DEGREE TRIM ON CRASH BARRIER.

INTERIOR CABINETS, FRONT

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Year:
Chassis:

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Model:

Option Std Oty Header/Description/Data Proposal Total

JE05R100 0 1 ROBINSON ROLL UP DOOR, FULL HEIGHT

A full height Robinson roll up door shall be provided. The door is to include a lift bar latch with key lock.

- !!! INSTALL A FULL HEIGHT FRONT ROLL STYLE.
- !!! THIS OPTION APPLIES TO THE COMPARTMENT AT THE HEAD OF THE BENCH.
- !!! NOTE WIDTH OF COMPARTMENT/CABINET.

MODULE INTERIOR ACCESSORIES AND TRIM

KG02A000 0 4 I.V. HOOKS: Perko

K

Install Perko I.V. hook where indicated.

Locate: FOOT OF COT CHEST OF BENCH FOOT OF BENCH CHEST OF COT

KG02B000 2 1 IV HANGER, CAST PRODUCTS WITH RUBBER ARM

Cast products recessed IV hangers with rubber arms for attaching solution bags shall be installed in the designated locations.

Locate: OVER FOOT OF COT

KG09B000 1 1 CEILING GRAB RAIL: standard (2) 2ft rails or (1) 6ft rail anti-microbial

Cabinet wall "A" will have (1) 6' rail over cot as standard. Cabinet wall "B" will have (2) 2' rails, 1-forward and 1-to rear of CPR seat.

KG09D000 0 1 GRAB RAIL: additional 6ft with anti-microbial coating

Additional (6)ft long ceiling mounted stainless steel grab rail with anti-microbial coating.

Locate: CURBSIDE OF CEILING PER DRAWING

KG091000 0 1 VERTICAL GRAB RAIL INSTALLATION, 2 FT. ANTI-MICROBIAL

Install 2' stainless steel grab rail with anti-microbial coating.

Locate: ON ANGLE AT END OF BENCH WALL TO ASSIST WITH ENTRY THROUGH SIDE DOOR

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Year:
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KG09K000 1 1 PATIENT DOOR GRAB RAILS: angled with anti-microbial coating

All patient access doors to have heavy duty angled stainless steel grab rails with smooth radius corners and flange mounting and antimicrobial coating.

KG110000 1 1 FLOOR TRIM

Trim floor with cove molding at non rolled areas of floor.

KG120000 1 1 CABINET TRIM

Trim all vertical and horizontal edges.

KG16B000 1 1 CEILING MATERIAL, PLATINUM WHITE ALUMINUM COMPOSITE

The standard module ceiling material shall be platinum white aluminum composite.

KL33B000 0 1 REAR RADIO SPEAKERS

Install two rear speakers in patient compartment. Volume control to be integral to the rear switch panel and controlled by individual up/down momentary switches.

Locate: OVER REAR DOORS

KSP00001 0 1 SPECIAL INSTRUCTION, INTERIOR ACCESSORIES & TRIM

!!! INSTALL (2) 10# ABC FIRE EXTINGUISHERS #10007995 WITH #10007996
VEHICLE MOUNTS AT FINAL INSPECTION. GENERAL LOCATIONS ARE AS
FOLLOWS:

BULKHEAD WALL FLUSH WITH FLOOR FAR ENOUGH TOWARD THE STEPWELL SO AS NOT TO INTERFERE WITH THE LINEN CABINET DOORS.

SS REAR COMPARTMENT LEFT HAND WALL JUST ABOVE SHELF TO BE ACCESSIBLE.

COT MOUNTS AND ACCESSORIES

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Year:
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Option Std Oty Header/Description/Data

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LG03F200 0 1 COT MOUNT, INSTALL CUSTOMER-SUPPLIED Power Load

Install customer/dealer-supplied Stryker Power Load system.

Note: This option complies with GSA change notice 8.

!!! Requires selection of option #CB07E000

LSP00001 0 1 SPECIAL INSTRUCTIONS, COT MOUNTS & PATIENT HANDLING

!!! INSTALL FLOOR MOUNT PLATES FOR WINCH NEXT TO ATTENDANT'S SEAT AND REAR OF FLOOR. PROVIDE POWER FOR TRANSAFE WINCH SYSTEM UNDERNEATH THE ATTENDANT'S SEAT NEXT TO THE HINGED DOOR FOR EASY ACCESS WHEN NEEDED PER PREVIOUS UNITS. ATTACHED CUSTOMER-SUPPLIED CABLE AND LEAVE COILED UNDER THE BASE.

LIGHTBARS FRONT AND REAR

MAM148F0 1 1 FRONT LIGHTBARS FOR 96" BODIES

0 1 LIGHT BAR: custom front

mam15y00

M

Install special front light bar.

Model: WHELEN ULTRA FREEDOM IV, 55" BAR - ALL LEDS WITH CLEAR

LENSES.

Configure:

[RED FORWARD CORNER] [R/R/W/R | W/W | R/W/R/R] [RED FORWARD CORNER]

 $[R/R/W/R \mid W/W \mid R/W/R/R]$

[RED REAR CORNER] [RED REAR CORNER]

0 1 LIGHT BAR MOUNT: cab roof

mam20a00

Mount light bar on cab roof.

Model: selected above

MM ELECTRICAL EMERGENCY VISUAL WARNING SYSTEMS

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Option Std Oty Header/Description/Data

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MM01A000 0 1 WIG WAG HEADLIGHTS:

Install wig wag headlight flasher.

0 6 M4 SERIES LED, RED

mm04r000

Whelen M4 series L.E.D. lights shall be installed in the designated

locations.

Location: GRILLE AND INTERSECTION LIGHTS

Location: INSTALL (4) IN GRILLE WITH THE LOWER LIGHTS INBOARD

TO FORM A 'V' PATTERN.

Lens color: CLEAR

!!! INSTALL WITH PLASTIC BEZELS TO DUPLICATE PREVIOUS.

0 1 M7 SERIES LED, AMBER

mm07a000

Whelen M7 series L.E.D. lights shall be installed in the designated

locations.

Location: OVER REAR DOORS

Lens color: CLEAR

0 2 M7 SERIES LED, RED

mm07r000

Whelen M7 series L.E.D. lights shall be installed in the designated

locations.

Location: DIRECTLY BELOW REAR KKK LIGHTS TO LINE UP WITH TOP OF WHEEL

WELL, SEE DRAWING Lens color: CLEAR

0 2 M7 SERIES LED, RED/AMBER SIDE TO SIDE SPLIT

mm07ra00

Whelen M7 series L.E.D. lights shall be installed in the designated

locations.

Location: REAR RISER WITH RED OUTBOARD

Lens color: CLEAR

!!! LIGHTS TO ACTIVATE WHEN THE REAR DOORS ARE OPENED WITH THE IGNITION

'ON' ONLY.

0 2 M7 SERIES LED, RED/WHITE SIDE TO SIDE SPLIT

mm07rw00

Whelen M7 series L.E.D. lights shall be installed in the designated

locations.

Location: OVER REAR WHEELWELLS WITH RED FORWARD

Lens Color: CLEAR

0 2 M9 SERIES LED, AMBER

mm09a000

Whelen M9 series L.E.D. lights shall be installed in the designated

locations.

Location: REAR AT WINDOW LEVEL

Lens color: CLEAR

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Std Oty Header/Description/Data **Option**

Proposal Total

8 M9 SERIES LED, RED

mm09r000

Whelen M9 series L.E.D. lights shall be installed in the designated

locations.

Location: CURBSIDE STREETSIDE

UPPER CORNERS REAR FACE

FRONT FACE

Lens color: CLEAR

MM7A0000 0 1 M Series control wire

The selected M Series lighting is to feature pattern programmability from the control panel. Include pattern and sync wires in the harness.

MMSP0010 0 1 SPECIAL INSTRUCTION, VISUAL EMERGENCY WARNING SYSTEMS

- !!! FLASH PATTERN TO DUPLICATE PREVIOUS VEHICLES.
- !!! PROGRAM TO ALLOW FLASH PATTERNS TO BE CHANGED VIA WIRING LOCATED IN THE ELECTRICAL CABINET.
- !!! PROGRAM THE M7 LIGHTS IN THE REAR RISER TO ACTIVATE IN PRIMARY/SECONDARY AND WITH THE REAR DOORS OPEN AND THE IGNITION 'ON'.
- !!! PROGRAM SO THAT THE ONLY LIGHTS TO SHUT OFF IN SECONDARY ARE THE WHITE LIGHTS IN THE FRONT LIGHTBAR.
- !!! SEE LIGHT PROGRAMMING INFO ON V DRIVE.

MN AUDIBLE EMERGENCY WARNING SYSTEMS

MN09N000 1 AIR HORN: medium duty chassis

The chassis shall have air horns installed from the chassis manufacturer. The air horns shall use the chassis air system. air horns can only be activated when the vehicle is in gear.

SIDES OF HOOD TRUMPET LOCATE:

OEM HORN RING AND BUTTON ON PASSENGER SIDE OF ACTIVATE:

CONSOLE.

!!! NO PULL LANYARD.

!!! DISCONNET AND REMOVE OEM UNDER BODY FRAME MOUNTED HORN.

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Selected Feature List 11941



Year:
Chassis:
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Option Std Oty Header/Description/Data

Proposal Total

MN35B000 0 1 SIREN: 295SLSC1

Specified siren to be: WHELEN WS295SLSC1

MN40A000 1 1 SIREN INSTALL:

The siren listed above shall be supplied and mounted as defined.

MN45UL00 1 1 SPEAKERS, SA3803

Install SA3803 siren speakers.

MN50A000 1 1 SPEAKER INSTALL: bumper

Speaker Selections (Bumper Installed)

O LIGHTS

OL09M000 0 1 KKK SIDE BODY MARKER LIGHTS, M6 SERIES L.E.D. (PAIR)

Install red Whelen L.E.D. M6 series turn/marker lights on each rear side of the module body. Lights provide module body night time side lighting visibility and turning signal indication.

OL34L000 1 1 LED EXTERIOR COMPARTMENT LIGHTING

All exterior compartments will be lighted with LED strip lighting. A vertical strip will be installed inside both sides of each compartment. The lights shall be directed toward the back of the compartment.

Note: ALL STRIPS TO BE FULL LENGTH OF COMPARTMENT.

OL350000 0 1 ICC MARKER LIGHTS

LED ICC marker lights shall be installed.

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Year:
Chassis:
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Option Std Oty Header/Description/Data

Proposal Total

OM25CW0 0 6 M9 SERIES LED SCENE LIGHT

Install Whelen M9 series LED side scene lights.

Locate: (2) PER SIDE

(2) OVER REAR DOORS (INSTALL HIGH ENOUGH TO ALLOW INSTALLATION

OF THE REAR DRIPRAIL).

OM30D000 0 1 TAIL LIGHTS, M6 SERIES

Whelen M6 series brake/tail, amber arrow turn and backup lights to be installed in the selected location.

Locate: VERTICAL STACK ABOVE RISER PER DRAWING

ELECTRICAL POWER GROUP

PAL00003 0 1 INTELLIPLEX MULTIPLEX ELECTRICAL SYSTEM:

Install the Intelliplex Multiplex electrical system.

PAL01B00 1 1 BATTERY SWITCH: std. operation

The "Master" battery switch shall switch battery power "on" and "off" to the ambulance body and conversion added electrical circuits only. All OEM chassis electric's, (headlights, ignition, keep alive) shall remain wired "hot" and have no ability to be switched "off", and provide circuit function as provided by the chassis manufacturer.

NOTE: DO NOT MODIFY OEM BATTERY SWITCH UNLESS STATED BELOW.

!!! SWITCH TO NOT CUT POWER TO THE CHASSIS.

PAL02200 1 1 INVERTER INSTALL OPTIONS:

0 1 INVERTER: 20-1000TUL interface

pal02g00

P

A Vanner #20-1000TUL inverter shall be installed in the vehicle's designated electrical equipment location. Included will be a Vanner Interface Module, Inverter Status Panel, and Control Switch. The switch will be installed in the inhalation panel for inverter activation.

!!! INCLUDE SWITCH AND INSTALL STATUS PANEL IN THE INHALATION AREA PER DRAWING.

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Option Std Oty Header/Description/Data

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PAL04D00 1 1 CHARGER/POWER SUPPLY: 45 AMP

Install a 45 amp battery conditioner in the designated electrical equipment area. Conditioner to be wired to the batteries through the standard shoreline inlet.

PAL30A00 2 5 110V INTERIOR OUTLET

Two 110V interior outlets are provided as standard on all models. The standard locations are in the inhalation area and the wall over the squad bench. List the standard outlet locations and any deviation from the standard, plus any additional outlet locations below:

LOCATE: INHALATION AREA

LOCATE: CRASH RESTRAINT CABINET AT HEAD OF BENCH

(surface mount)

LOCATE: PASSENGER SIDE OF REAR EXTENSIION OF CONSOLE

LOCATE: WALL OVER BENCH

LOCATE: REARWARD END OF CABINET BELOW INHALATION

!!! SEE DRAWING

PAL31C00 3 3 INTERIOR 12VDC OUTLETS: cigarette lighter type

12 volt outlets to use cigarette lighter style connectors.

Locate: INHALATION AREA

Locate: CRASH RESTRAINT CABINET AT HEAD OF BENCH

(surface mount)

Locate: PASSENGER'S SIDE OF CONSOLE, FORWARD END 3" UP FROM

FLOOR

Configure: "HOT" AT ALL TIMES.

PAL38C00 0 2 SHORELINE: 20 amp eject

Install a 20 amp Kussmaul auto ejection shoreline receptacle. Include a dynamic disconnect.

Locate: streetside module body

!!! WIRE (1) TO DANHARD UNIT

!!! WIRE (1) TO ALL OTHER 110V REQUIREMENTS INSIDE VEHICLE PLUS BLOCK HEATER.

!!! LABEL SHORE POWER & 110V AC

!!! HAND CUT IN STRIPE TO DUPLICATE PREVIOUS VEHICLES.

PAL39000 0 1 WIRE ENGINE BLOCK HEATER:

Wire engine block heater to shoreline. Make provisions to disable engine block heater when desired.

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Option Std Oty Header/Description/Data

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PAL40000 1 1 EXTRA 12VDC CIRCUIT BREAKER:

An extra circuit breaker shall be installed.

!!! 15 AMP BREAKER.

PL10A000 1 1 SWITCH PANEL MOUNT:

Switch panel to be flush mounted in upper face of console.

PL11A000 0 1 LIGHT PROGRAMMING: side rear scene

The side rear scene lights shall be wired to transmission reverse, plus standard mode of operation.

PL11B000 0 1 LIGHT PROGRAMMING: right side scene

The right side scene lights shall come "on" when the side patient door is opened.

PL11C000 0 1 LIGHT PROGRAMMING: load light

The rear load lights shall be wired to transmission reverse, plus the standard mode of operation.

PL11E000 0 1 LIGHT PROGRAMMING: modular disconnect timer

The module disconnect shall be wired to automatically shut-down when inadvertently left in the on position, with the engine turned OFF and the battery switch in the ON position.

Time out: 10 min.

Configure: Do not time out if shoreline is plugged in

PL11F000 1 1 PROGRAMMING: AUDIBLE LOW VOLTAGE ALARM

Program an audible alarm to activate if the voltage drops below 11.8 volts for 120 seconds.

PL11G000 1 1 LIGHT PROGRAMMING: park brake

A warning shall display on the front console readout, advising to set the Parking Brake, should the modular disconnect switch be "ON" and the transmission placed in "PARK" or "NEUTRAL". It will also advise to Disengage the Parking Brake should the vehicle be placed into gear.

Configure: wire alarm to activate with red flasher circuit

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Year: 2017
Chassis: Navistar Medium. 102"

Model:

Navistar Medium, 102" 603A

Bewergency Vehicle

Horton

Option Std Oty Header/Description/Data

Proposal Total

PL190000 0 1 REPORT LIGHT:

A report light shall be located at the action wall to light the counter area

!!! ILOS INSTALL WHELEN PSCOCDCR LED STRIP-LITE. DO NOT INSTALL AT AN ANGLE. MOUNT FLUSH AND AS FAR OUT TOWARD THE EDGE OF THE CABINET AS POSSIBLE.

PL20C000 0 1 CLOCK: aircraft

An aircraft style back lighted clock with sweep second hand shall be installed. The clock shall include a hinge for easy access to changing the time or battery.

Locate: OVER REAR DOORS

PL220000 0 1 STEP WELL LIGHT:

Install one step well light in the standard location on the bench side of the step well. Light to activate with door open.

!!! RIGHT SIDE OF STEPWELL ILOS. USE TECNIO LED ILOS.

PL23B000 0 1 4" CAB CEILING LIGHTS

One pair of LED lights shall be installed in the cab headliner above the driver and passenger seats. Lights to be Tecniq 4" E06-WSOR-1.

PL24C000 0 3 ROM DUROLUMEN LED LIGHTS

Install ROM Durolumen LED lights in the patient area ceiling as noted below.

Locate: IN PATIENT CEILING PER OVERHEAD DRAWING.

PL24T000 0 2 LAMP TIMER: programmable

Install an electronic momentary touch timer switch where specified. The switch will enable time limited operation of the below listed lights, with the battery switch in the off position.

Locate: BULKHEAD WALL INSIDE SIDE ACCESS DOOR
CURBSIDE RISER IN PANEL WITH DUMP SWITCH
Light(s) Controlled: DUROLUMENS
SET ELAPSED TIME FOR 5 MINUTES

Note: Install the dump override switch closest to the door opening. The middle switch is to be left blank. The light switch is to be toward the hinged side of the door.

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Year: Chassis: Model:

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Proposal Total

PL26D000 0 1 NORCOLD REFRIGERATOR

Install a Norcold NR740BB-H 12V refrigerator in the location noted below.

LOCATE: LINEN CABINET BELOW ELECTRONICS.

NOTE: INSTALL BEHIND A PERFORATED D/A FINISHED ALUMINUM DOOR. DOOR TO HAVE WELDED CORNERS. INSTALL TWO CUSTOMER-SUPPLIED LOCKS. NOTE THAT HOLES FOR LOCKS TO BE PREPUNCHED AND LOCATED SO AS TO ALLOW THE ARMS TO REACH TO LATCH. SHIP LOOSE THE TWO KEYS THAT COME WITH THE TWO CUSTOMER-SUPPLIED LOCKS.

- !!! INSTALL A DRAIN LINE FOR THE REFRIGERATOR.
- !!! INSTALL DEDICATED BATTERY HOT POWER TO REFRIGERATOR INSIDE CABINET WHERE IT IS INSTALLED.

PL27CE00 0 8 PATIENT CEILING DOME LIGHT LENS: Concept Style

Concept 3 style LED dome lights will be installed in the designated areas of the patient ceiling.

NOTE: LIGHT OVER HEAD OF BENCH AND LIGHT OVER THE ATTENDANT'S SEAT TO BE ON SEPARATE SWITCH

PL27FS00 0 2 LIGHT PROGRAMMING: cab light control

The following lights shall be controlled as follows in addition to the standard modes of operation;

A switch on the front control panel can be toggled to turn off the defined lights, should they be on.

The switch can also be toggled to turn on the defined lights, should they be off.

Lights: PATIENT DOME LIGHTS

Lights: LED PATIENT CEILING LIGHTS

PL29A000 0 1 SPOT LIGHT: hand held

Install an Optronics 400,000 CP hand held spotlight with momentary switch in the location noted below.

Locate: INSTALL IN A CARPET COVERED ALUMINUM POCKET ATTACHED TO THE REAR OF THE RADIO CONSOLE. USE 12V PLUG-IN STYLE ILO HARD WIRED.

PSP00001 0 1 SPECIAL INSTRUCTION, ELECTRICAL POWER, PROGRAMMING

!!! DO NOT INSTALL PD BOX IN STREETSIDE INTERMEDIATE COMPARTMENT.
PD BOX TO BE LOCATED IN CAB CONSOLE.

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941



Year:
Chassis:
Model:

2017 Navistar Medium, 102"

603A

Option Std Oty Header/Description/Data

Proposal Total

Q

HEATING, AIR CONDITIONING AND INTERIOR ENVIRONMENT

QH291000 0 1 CABINET MOUNTED HEAT/AC UNIT FOR SWIVEL ATTENDANT SEAT

The vehicle heat/ac unit will be installed in the bottom of the linen cabinet instead of the attendant seat base. Requires vertical mounting of a custom combo unit. Unit will use (1) #10008973, 3-ply filter.

Note: Unit to have standard seatbase. Heat/AC Will Still be located in the bottom of the linen cabinet.

QH29I200 0 1 HEAT/AC SYSTEM-COMPRESSOR & CONDENSOR, NAVISTAR, FACE

Install a ProAir 12V heat/AC system, complete with compressor and condenser, for the Navistar 4300. Unit is to include 3-ply replaceable carbon filters at the air intake point. This system shall not tap into the chassis OEM heat/AC system. Includes a top mounted condenser for DT466.

INSTALL AN EXTERNAL CONDENSER ON A (2) WEDGE MOUNTS ON THE FRONT FACE OF THE BODY.

PREVIOUS VEHICLE #13956 HAD THE CONDENSER FANS WIRED THROUGH THE HIGH PRESSURE SWITCH. DO NOT WIRE THESE VEHICLES IN THAT MANNER. WIRE TO DUPLICATE #17263.

ALL HOSES ARE TO HAVE STANDARD 'EASY CLIP' FITTINGS AND ARE TO BE INSTALLED IN PROTECTIVE LOOM.

AC HOSES ARE TO RUN FROM THE LOWER LEFT PORTION OF THE #2 COMPARTMENT, UP AND OVER THE TOP OF THE VERTICAL CABINET BEHIND THE ATTENDANT'S SEAT, TO THE FRONT CONDENSER.

INSTALL AN ACCESS PANEL ON THE FRONT WALL OF THE VEHICLE TO SERVICE FITTINGS.

REDUCE THE USE OF FITTINGS AS MUCH AS POSSIBLE.

INSTALL AN AUXILIARY RECEIVER-DRYER IN THIS SYSTEM.

SYSTEM IS TO INCLUDE A SECOND COMPRESSOR.

!!! LEAVE SOME SLACK IN THE AC LINES. DO NOT PULL TOO TIGHT. ALSO NOTE PRESSURE SWITCH TO RECEIVER/DRYER. SEE JIM HISER WITH QUESTIONS. HE REPAIRED SYSTEMS ON PREVIOUS UNITS.

QH29N000 0 1 PAINT AUXILIARY CONDENSER, FRONT FACE, TO MATCH BODY:

Paint the auxiliary condensor mounted on the front face of the body to match the body color. Standard color is white.

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941



Year:
Chassis:
Model:

2017 Navistar Medium, 102"

603A

Option Std Oty Header/Description/Data

Proposal Total

QH310000 0 1 3-PLY PANEL INTAKE FILTER

Install a 3-Ply Panel air intake filter ILOS. (1) 16.75" x 8.75" #10008973 for attendant seat base or above right front cabinet. (2) 13" x 18" #10009296 over #1 compartment or in bottom of linen cabinet. Filters will be behind stainless steel intake grills.

QL43C000 0 1 PERKO POWER VENT

Install a Perko power vent. Use existing ceiling plate and vent to outside of modular body.

QL43D000 0 1 PERKO STATIC VENT

Install a Perko static vent. Use existing ceiling plate and vent to outside of modular body.

QL455000 0 1 DANHARD 110V A/C SYSTEM

Install a Danhard 50-2000 110V heat/AC unit as noted below.

LOCATE: UNDER REAR OF BENCH.

!!! INSTALL A RUBBER FLAP FORWARD OF THE UNIT UNDERNEATH THE VEHICLE TO DEFLECT ROAD DEBRIS.

CAB CONSOLE AND COMMUNICATIONS

RJ01A000 1 1 **ANTENNA COAX 1**:

R

An RG 58U coax shall be installed so that the ambulance conversion need not be disassembled.

Exterior Termination: FRONT CENTER OF MODULE ROOF
Interior Termination: ATTENDANT SEAT BASE
!!! INSTALL CUSTOMER SUPPLIED CABLE, MOUNT, AND "VHF" ANTENNA

RJ040000 1 1 RADIO CABLE PULL WIRE

A standard pull wire for radio installation shall be installed from behind the driver's seat to behind the inhalation panel.

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941



Year:
Chassis:
Model:

2017 Navistar Medium, 102"

603A

Option Std Oty Header/Description/Data

Proposal Total

RJ05B000 1 1 FRONT CONSOLE:

A console shall be fabricated to coordinate with the interior cab color. Room shall be provided on the face of the console for installation of radio and siren controls.

- !!! INSTALL CUSTOM CONSOLE PER ATTACHED DRAWING.
- !!! REAR PORTION TO BE OPEN WITH NO SLOTS OR DIVIDERS.
- !!! INSTALL (2) CUP HOLDERS (RJ05CP00) PER DRAWING AND SEAL BOTTOMS AGAINST LEAKAGE.
- !!! INSTALL A .250" ALUMINUM REINFORCEMENT PLATE ON THE INSIDE OF CONSOLE PER DRAWING FOR ATTACHMENT OF LAPTOP MOUNTING BRACKET. THIS IS LOCATED ON THE CURBSIDE FORWARD AREA. INSTALL A CUSTOMER-SUPPLIED COMPUTER BRACKET IN THIS LOCATION.
- !!! FABRICATE AND INSTALL A TRAY TO ATTACH TO THE REAR OF THE CONSOLE.
 THE TRAY IS TO BE PER DWG #113999 (4.25"W). SPRAY WITH BLACK
 SCORPION TO MATCH CONSOLE.
- !!! DUPLICATE OF PREVIOUS VEHICLES.

RJ05CP00 0 2 CUP HOLDERS

Install two (2) cup holders recessed into the console per drawing.

RJ06A000 0 1 RADIO HEAD PRE-CUT: front

Cut out control console for radio head(s).

CUSTOMER SUPPLIED

RJ06B000 0 1 RADIO HEAD PRE-CUT: rear

Cut out rear action panel for radio head(s).

RJ070000 0 2 RADIO CABLE INSTALL: customer supplied

Customer supplied radio cables will be installed during the vehicle construction. Cables to be tagged and marked at each end to identify their installed location. All cables shipped to Horton must have the vehicle production number clearly marked on the shipping package, and delivered prior to or at time of modular pre-wire.

- !!! (1) FROM FRONT CONSOLE TO BELOW THE ATTENDANT'S SEAT.
 - (1) FROM INHALATION AREA TO BELOW ATTENDANT'S SEAT.

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941



Year: 2017
Chassis: Navistar Medium, 102"
Model: 603A

Option Std Oty Header/Description/Data

Proposal Total

RJ080000 1 3 RADIO POWER/GROUND:

Install 6 gauge cable to positive and ground studs for radio power.

!!! INSTALL (1) BATTERY HOT AND (1) BATTERY SWITCHED IN ATTENDANT SEAT BASE.

!!! INSTALL (1)BATTERY SWITCHED POWER AND GROUND INSIDE OF FRONT CONSOLE. LABEL ACCORDINGLY

!!! INSTALL (1) BATTERY POWER AND GROUND INSIDE OF FRONT CONSOLE WIRED HOT AT ALL TIMES. LABEL ACCORDINGLY

RSP00001 0 1 SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS

- !!! INSTALL (1) CUSTOMER SUPPLIED SPEAKER AND 1-MIC. SPEAKER TO GO ABOVE PASSTHROUGH WINDOW AS HIGH UP AS POSSIBLE.
- !!! INSTALL REMAINDER OF RADIO EQUIPMENT UNDER THE ATTENDANT'S SEAT AND PROVIDE VENTED ACCESS DOOR PER PREVIOUS UNITS.
- !!! CUSTOMER-SUPPLIED RADIO EQUIPMENT WILL INCLUDE:
 - (1) MOTOROLA XTL 2500 TRANCEIVER (UNDER ATTENDANT'S SEAT)
 - (2) MOTOROLA XTL 2500 RADIO HEADS (1 FRONT, 1 REAR)
 - (1) MOTOROLA EXTERNAL SPEAKER (CAB HEADLINER UP HIGH)
 APPLICABLE MOUNTING BRACKETS AND MICS.

RSP00002 0 1 SPECIAL INSTRUCTION, CAB CONSOLE & COMMUNICATIONS

!!! INSTALL A CUSTOMER-SUPPLIED POWER CABLE AND QUICK CONNECT PLUG TO THE POWER GROUND UNDER THE ATTENDANT SEAT FOR USE WITH TRANSAFE WINCH.

OXYGEN AND SUCTION

TN002000 1 1 OXYGEN BOTTLE MOUNT, VERTICAL TRACK FOR QRM-V

Vertical track for mounting of a QRM-V O2 bottle mount shall be welded on the back wall of the compartment in the right hand corner. The O2 bottle mount is adjustable for "M" or "H" size tanks.

TN01MW00 1 1 OXYGEN BOTTLE, CYLINDER BRACKET: Zico

Zico QRM-V oxygen bracket shall be installed.

Locate: standard location
Tank Size: "M" OR 'H'

TN030000 2 2 OXYGEN OUTLETS, STANDARD

Two oxygen outlets to be provided as standard and located in the inhalation panel unless relocated per option ${\tt TNO3RL00}$.

Horton Emergency Vehicles Wednesday, April 06, 2016 Print Features

Jason Cavallo 5:25:26 PM Rev 1 Page 34 of 38

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941



Year:
Chassis:
Model:

2017 Navistar Medium, 102"

603A

Option Std Oty Header/Description/Data

Proposal Total

TN03A000 0 1 OXYGEN OUTLET: additional

Install additional oxygen outlet(s).
Locate: FORWARD END OF BENCH CABINET

TN04A000 1 1 ADAPTER TYPE: Ohio Diamond II

Oxygen outlets to be Ohio Diamond II.

TN050000 1 2 **FLOWMETER**:

Supply dial type flowmeter.

TN060000 1 1 OXYGEN WRENCH:

Install oxygen wrench in oxygen compartment. Mount secure so not left hanging. Mount with length of chain or cable so not removable.

TN100000 1 1 VACUUM OUTLET: inhalation wall

A single vacuum panel shall be installed in the inhalation area. The outlet shall be of the same style as the oxygen system and hooked to the onboard vacuum pump.

TN11A000 0 1 ASPIRATOR: RS-4X disposable

Install Rico RS-4X aspirator and plumb to the pump listed below.

TN12C000 0 1 VACUUM PUMP:

Install a CFP #107CDC20 12vdc electric suction pump.

l LETTERING

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941



Year: Chassis: Model:

2017 Navistar Medium, 102" 603A

Option Std Oty Header/Description/Data

Proposal Total

UP010000 0 1 **LETTERING**:

Lettering to be included.

Color: GOLD SCOTCHLITE WITH BLACK OUTLINE/SHADE

Style: HELVETICA

!!! UNIT ID NUMBER ARE '29' & '30' (do not install on plates)

!!! ORDER THE COUNTY GRAPHIC FOR EACH SIDE FROM:

GRAPHIC DESIGNS INTERNATIONAL

800-344-6853

CONTACT CHRISTINE WILGUS

UP01CS00 0 1 LETTERING REQUIRED ON CURBSIDE OF BODY

Lettering shall be installed on the curbside of the body. This lettering shall meet the requirements listed below.

"ESCAMBIA COUNTY" (NEW ARTWORK)

"EMS" (UPPER PORTION OF SIDE ENTRY DOOR)

!!! UNIT ID NUMBER ARE '29' & '30' (do not install on plates)

UP01F000 0 1 LETTERING REQUIRED ON FRONT OF VEHICLE

Lettering shall be installed on the front of the vehicle. This lettering shall meet the requirements listed below.

"AMBULANCE" (MIRROR IMAGE ON WINDSHIELD

"EMS" SIZED TO FIT, UPPER PASSENGER SIDE

!!! UNIT ID NUMBER ARE '29' & '30' (do not install on plates) LOCATED UPPER DRIVER'S SIDE.

UP01R000 0 1 LETTERING REQUIRED ON REAR OF VEHICLE

Lettering shall be installed on the rear of the vehicle. This lettering shall meet the requirements listed below.

"DIAL 911" (ON REAR DOORS ABOVE WINDOWS)
"BUCKLE UP" (ON REAR DOORS BELOW WINDOWS)

"KEEP BACK" (BOTTOM OF REAR DOORS BELOW STRIPE)

"300 FEET" (SIZE TO FIT)

"EMS" (UPPER LEFT REAR CORNER OF VEHICLE)

!!! UNIT ID NUMBER ARE '29' & '30' (do not install on plates)

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941



Year:
Chassis:
Model:

2017 Navistar Medium, 102"

603A

Option Std Oty Header/Description/Data

Proposal Total

UP01SS00 0 1 LETTERING REQUIRED ON STREET SIDE OF BODY

Lettering shall be installed on the street side of the body. This lettering shall meet the requirements listed below.

"ESCAMBIA COUNTY" EMS" (NEW ARTWORK)

(UPPER PORTION OF FORWARD COMPARTMENT DOOR)

!!! UNIT ID NUMBER ARE '29' & '30' (do not install on plates)

UP03B000 0 58 4" SHADED SCOTCHLITE LETTERING

*

UP08D000 0 1 **STAR OF LIFE 36: (each)**

Install 36" star of life.

Locate: ROOF

UP180000 1 1 DOOR REFLECTORS

Install 2" \times 12" strips of red Scotchlite at the top of each entry door placed horizontally.

Y00 0 1 PRICE ADJUSTMENT: discount

Price discount, and or consideration.

MULTIPLE UNITS.

Z02 0 1 Factory Pickup and Transportation

Allowance for vehicle pickup, transportation and drivers fee.

!!! DELIVERY TO ESCAMBIA COUNTY EMS.

Z04 0 1 Fuel, Tags, Etc.

Allowance for fuel, tags and administrative.

6575 NORTH 'W' ST PENSACOLA, FL 32505 PAT KOSTIC

Selected Feature List 11941



Year: Chassis: Model:

2017 Navistar Medium, 102"

603A

Option Std Oty Header/Description/Data

Proposal Total

Total Configured Cost \$248,520.00

Authorized Department Signature(s):	



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10686 County Administrator's Report 11. 19.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Acceptance of Two Drainage Easements and Two Temporary

Construction Easements for the Carver Park Drainage Improvement

Project

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of Two Drainage Easements and Two Temporary Construction Easements for the Carver Park East Drainage Improvement Project - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning acceptance of the donation of two Drainage Easements and two Temporary Construction Easements for the Carver Park East Drainage Improvement Project:

A. Accept the donation of two Drainage Easements and two Temporary Construction Easements located in the Cantonment area for the Carver Park East Drainage Improvement Project;

Property Owner	Parcel Reference Number	<u>Area</u>
Betty Lee East and Ladarain Raydale East (Temporary Construction Easement)	16-1N-31-1000-160-006	1,000 Square Feet
Betty Lee East and Ladarain Raydale East (Drainage Easement)	16-1N-31-1000-160-006	500 Square Feet
Fannie Knight (Temporary Construction Easement)	16-1N-31-1000-150-006	1,000 Square Feet
Fannie Knight (Drainage Easement)	16-1N-31-1000-150-006	500 Square Feet

- B. Authorize the payment of documentary stamps because the property is being donated for governmental use, which is for drainage improvements, and the County benefits from the acceptance of this property, which enhances the safety and well-being of the citizens of Escambia County;
- C. Authorize the payment of incidental expenditures associated with the recording of documents; and
- D. Authorize the Chairman or Vice Chairman to accept the Easements, as of the day of delivery of the Easements to the Chairman or Vice Chairman, and authorize the Chairman or Vice Chairman to acknowledge the Board's acceptance at that time.

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

BACKGROUND:

The scope of work for the Carver Park Drainage Improvement Project includes assessment of the Carver Park area and designing solutions to address flooding issues. This project may also improve drainage for the Muscogee Road Drainage Improvement Project. Coordination with International Paper to acquire a pond site is a major component of this project. Each Drainage Easement is 10 feet by 50 feet (500 sq ft) and each Temporary Construction Easement is 20 feet by 50 feet (1,000 sq ft). The Temporary Construction Easements have a 10 foot overlap over the permanent Drainage Easements.

To help facilitate this project, there is a need for fourteen (14) Drainage Easements and Temporary Construction Easements along the rear portions of most of the lots along Louis Street and Webb Street (bordered by Washington Street on the north and Lincoln Street on the south). The two property owners listed above have signed the Temporary Construction Agreements and the Drainage Easements.

Design is 60% complete and is on hold until property and easement acquisition processes are completed to the greatest extent possible. This project is being funded through two cost centers.

Cost center 210107/56301Project #13EN2395 has a budget of \$250,000, and cost center 210107/56301/Project #14EN2605 has a budget of \$450,000.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

The Easement Agreements have been approved as to form and legal sufficiency by the County Attorney's office.

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval, staff will proceed in compliance with Section 46-139 of the County Code of Ordinances.

Attachments

Drainage Easement - East

Temp Construction Easement - East

Drainage Easement - Knight

Temp Construction Easement - Knight

Aerial Map

Prepared by:
Wayne Manning
Escambia County Public Works Department
3363 West Park Place
Pensacola, Florida 32505

Carver Park Drainage Project A Portion of 16-1N-31-1000-160-006

STATE OF FLORIDA COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this 27TH day of MAY, 2016, by and between Betty Lee East and her son, Ladarain Raydale East, as joint tenants with rights of survivorship, whose address is 1003 Green Pine Blvd # A-2, West Palm Beach, Florida 33409, (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 16, Township 1N, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

Grantor certifies, warrants and covenants that neither the Grantor nor any of his family reside on the above described property, and that the above described property does not constitute any part of the Grantor's homestead under the laws of the State of Florida.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

Witness Sewellar—

Print Name DANIEUE VILLANUEVA

Print Name Sasay Book

GRANTORS:

By: Belly lee Eas

STATE OF FLORIDA COUNTY OF PAUM BEACH

The foregoing instrument was acknowledged before the this day of MAY, 2016, by Betty Lee East. She () is personally known to me, or () produced current 1525-092-56-928-C as identification.

(Notary Seal)

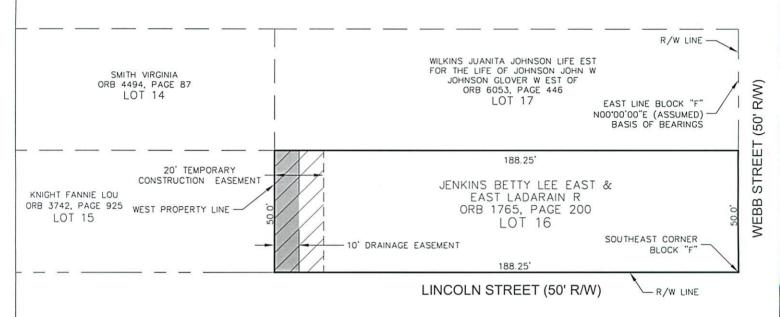
DANIELLE G. VILLANUEVA
Notary Public - State of Florida
Commission # FF 991327
My Comm. Expires May 11, 2020
Bonded through National Notary Assn.

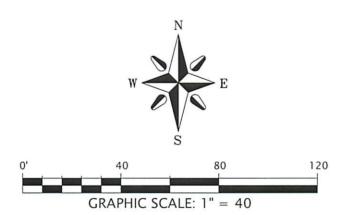
Signature of Notary Public

Printed Name of Notary Public

Witness	DANIELLE VILLANU DANIELLE VILLANU DASPX BOOM	EVA	By: <u>Socdaran'n Raydale Core</u> Ladarain Raydale East
STATE OF FICOUNTY OF The following by Ladarain £230-53	CCCA-MIDIA	owledged befo is personal fication.	ore me this 27 day of MAY, 2016, ly known to me, or produced current
(Notary Seal)		_d	Signature of Notary Public NEUE VIUANUEVA Printed Name of Notary Public
Note of the post o	Middle G. Whilinueva my Public - State of Florida ommission 4 FFF 991327 omm. Espiras May 117, 2020 of mough Malingal Nobilty Asso.	ACCEPTA	ANCE
<u>-</u>		ized by the Bo	scambia County, Florida, on the day of ard of County Commissioners of Escambia County,, 20
			BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST:	Pam Childers Clerk of the Court		Grover C. Robinson, IV, Chairman
Deputy Clerk		3	This document approved as to form and legal sufficiency. By Title Aut. County Aflory Date July 11, 2066

HARVESTER'S HOMES SUBDIVISION UNIT NUMBER 3 PLAT BOOK 1, PAGE 91 BLOCK "F"





Surveyor Notes:

- Additions or deletions to survey map(s) or report(s) by other than the signing party
 or parties is prohibited without written consent of the signing parties.
- 2) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 3) The description and sketch are not full and complete without the other.

LEGEND:

ORB - OFFICIAL RECORD BOOK

R/W - RIGHT-OF-WAY

- R/W LINE

- - PROPERTY LINE

- - DRAINAGE EASEMENT LINE

- - TEMPORARY CONSTRUCTION EASEMENT LINE

- SUBJECT PARCEL BOUNDARY LINE



- DRAINAGE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 3	20160038
Survey Date:	Drawing No.	L-5054
Drawing Date: 04/07/2016	Field Book:	Page:
Section, Township, Range:	16, T-1-N, F	R-31-W
Type of Survey: Description & SI	ketch	Sheet No. 1 of 2
Revisions:		Date:
Street name change.		4/22/2016

ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, RENSACOLA, FLORIDA 32505

Danny R. Swain, Professional Surveyor and Mapper No. 5942

Hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Practessional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.



LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

Legal Descriptions
Perpetual Drainage Easement and a
Temporary Construction Easement
Prepared at the request of the Escambia County Engineering Department
March 25, 2016

A 10 foot non exclusive perpetual easement for drainage purposes over, under and across the following described property:

The West 10 feet of Lot 16, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

Said easement contains 500 square feet, more or less.

Together with a 20 foot temporary construction easement over, under and across the following described property:

The West 20 feet of Lot 16, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

Said easement contains 1,000 square feet, more or less.

Certified to: Escambia County, Florida Board of County Commissioners; and Betty Lee East Jenkins & Ladarain R East

Survevor's Notes:

- 1) Measurements were made in accordance with the United States Standard Foot.
- 2) Basis of Bearings Reference: North and the bearings shown hereon are based on the East line of Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida as being N00°00'00"E (Assumed).
- 3) The sketch shown hereon was prepared for description purposes only and is not intended to represent a field survey. An accurate field survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
- 4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 6) Easements are per the recorded plat, if any.
- 7) Distances shown hereon are plat, unless otherwise noted.
- 8) This sketch and description does not reflect, determine, or guarantee ownership.
- 9) Existing improvements not shown, if any.
- 10)No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
- 11)Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
- 12) The survey sketch and description or copies thereof are not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.
- 13) The description and sketch are not full and complete without the other.
- 14)No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
- 15)Documents used in the preparation of this sketch and description: The Plat of Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

L		
	o.: 20160038	ENGINEERING DEPARTMENT
Survey Date: Drawing	No. L-5054	ESCAMBIA COUNTY, FLORIDA
Drawing Date: 04/07/2016 Field Boo	k: Page:	3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Section, Township, Range: 16, T-1-	N, R-31-W	
Type of Survey: Description & Sketch	Sheet No. 2 of 2	

STOR 10 P

Type of Survey: Description & Sketch Sheet No. 2 of Revisions: Date:

1.) Street name change. 4/22/2016

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.

This Document Was Prepared by: Escambia County Wayne Manning 3363 West Park Place Pensacola, FL 32505

Carver Park Drainage Project A Portion of 16-1N-31-1000-160-006

STATE OF FLORIDA COUNTY OF ESCAMBIA

TEMPORARY CONSTRUCTION EASEMENT

WITNESSETH:

WHEREAS, Grantor is the owner of the real property (the Property) described in the attached Exhibit A; and

WHEREAS, Grantee desires to enter upon a portion of Grantor's Property for the purpose of installing a storm water drainage system;

WHEREAS, Grantor has agreed to grant a Temporary Construction Easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below,

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does grant to Grantee, a temporary construction easement for the above-described purposes over and across a portion of Grantor's Property, as more particularly described in the attached Exhibit A.

THIS TEMPORARY CONSTRUCTION EASEMENT shall expire upon completion of the Carver Park Drainage Project, but not later than <u>December 2018</u>. Prior to expiration of the Temporary Construction Easement, Grantee shall stabilize the disturbed areas located in the Temporary Construction Easement area and otherwise return easement area substantially to the condition that existed prior to this Temporary Construction Easement, or to the greatest extent allowed by permitting agencies.

Grantor certifies, warrants and covenants that neither the Grantor nor any of his family reside on the above described property, and that the above described property does not constitute any part of the Grantor's homestead under the laws of the State of Florida.

Signed, sealed and delivered in our presence as Witnesses:

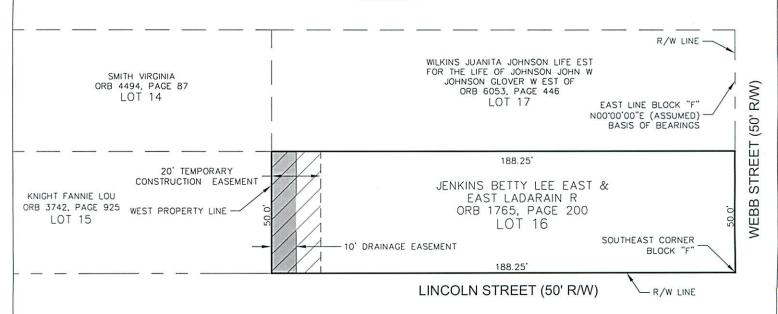
	GRANTOR:
Witness <u>Cleffellow</u> Print Name <u>DANIEUE VILLANUEVA</u>	Betty Lee East Betty Lee East
Witness Print Name Jaspe Boonl	
STATE OF FLORIDA COUNTY OF PAUL BEACH	
The foregoing instrument was acknowledged before me Betty Lee East. She () is personally kn \(\) 525-092-56-928 \(\) \(\) as identification.	this Haday of MAY, 2016, by nown to me, or produced current
	grillain
(Notary Seal)	Signature of Notary Public
DANIELLE G. VILLANUEVA Notary Public - State of Florida Commission # FF 991327 My Comm. Expires May 11, 2020 Bonded through National Notary Assn.	Printed Name of Notary Public GRANTOR:
Witness Print Nom	<u>Sadaran Naydale K. K.</u> Ladarain Raydale East
Witness Of VILLE VILLANUEUA Print Name DANIEUE VILLANUEUA	Ladaram Raydale/East
STATE OF FLORIDA COUNTY OF PACE BEACH	-4-1
The foregoing instrument was acknowledged before me Ladara in Raydale East. He (_) is personally £230-536-76-09-0 as identification.	this 27 day of NAY, 2016, by known to me, or produced current
(Notary Seal)	Signature of Notary Public DAN LELLE VICLANUENA
DANIELLE G. VILLANUEVA Notary Public - State of Florida Commission # FF 991327 My Comm. Expires May 11, 2020 Bonded through National Notary Assn.	Printed Name of Notary Public

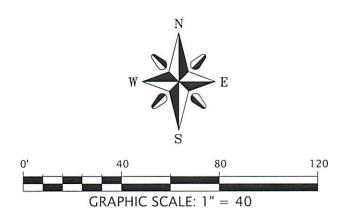
ACCEPTANCE

day o	f , 20 ,	sement was accepted by Escambia County, Florida, on the as authorized by the Board of County Commissioners of Id on the day of, 20
		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 lagal sufficiency. By John Title Aut. County Attorney Date Tuly 11, 2016

LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

HARVESTER'S HOMES SUBDIVISION UNIT NUMBER 3 PLAT BOOK 1, PAGE 91 BLOCK "F"





Surveyor Notes:

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LEGEND:

ORB - OFFICIAL RECORD BOOK

R/W - RIGHT-OF-WAY

- R/W LINE

– - PROPERTY LINE – - DRAINAGE EASEMENT LINE

- - - TEMPORARY CONSTRUCTION EASEMENT LINE

-- SUBJECT PARCEL BOUNDARY LINE



- DRAINAGE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK	Project No.: 2	0160038
Survey Date:	Drawing No.	L-5054
Drawing Date: 04/07/2016	Field Book:	Page:
Section, Township, Range:	16, T-1-N, R	-31-W
Type of Survey: Description & Sk	etch	Sheet No. 1 of 2
Revisions:		Date:
Street name change.		4/22/2016

ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, RENSACOLA, FLORIDA 32505

Danny R. Swain, Professional Surveyor and Mapper No. 5942

Hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Practessional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.



LEGAL DESCRIPTION AND SKETCH **EXHIBIT "A"**

Legal Descriptions Perpetual Drainage Easement and a **Temporary Construction Easement** Prepared at the request of the Escambia County Engineering Department March 25, 2016

A 10 foot non exclusive perpetual easement for drainage purposes over, under and across the following described property:

The West 10 feet of Lot 16, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

Said easement contains 500 square feet, more or less.

Together with a 20 foot temporary construction easement over, under and across the following described property:

The West 20 feet of Lot 16, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

Said easement contains 1,000 square feet, more or less.

Certified to: Escambia County, Florida Board of County Commissioners; and Betty Lee East Jenkins & Ladarain R East

Surveyor's Notes:

Revisions

- Measurements were made in accordance with the United States Standard Foot.
- 2) Basis of Bearings Reference: North and the bearings shown hereon are based on the East line of Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida as being N00°00'00"E (Assumed).
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- 4) Danny R. Swain, Florida Professional Surveyor and Mapper did not perform a title search, nor has a title search been provided. Therefore, the sketch shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
- 5) Lands shown hereon were not abstracted by Danny R. Swain, Florida Professional Surveyor and Mapper, and is subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
- 6) Easements are per the recorded plat, if any.
- 7) Distances shown hereon are plat, unless otherwise noted.
- 8) This sketch and description does not reflect, determine, or guarantee ownership.
- 9) Existing improvements not shown, if any.
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- 13) The description and sketch are not full and complete without the other.
- 14)No other person(s) and/or entity(ies) other than those certified to above may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
- 15)Documents used in the preparation of this sketch and description: The Plat of Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

		POR ILLUSTRATIVE PURPOSES ONLY
<u> </u>	roject No.: 20160038 Drawing No. L-5054	ENGINEERING DEPARTMENT
Drawing Date: 04/07/2016 F	Field Book: Page:	ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Section, Township, Range:	16, T-1-N, R-31-W	
Type of Survey: Description & Sketch	sh Sheet No. 2 of 2	

Prepared by: Wayne Manning Escambia County Public Works Department 3363 West Park Place Pensacola, Florida 32505

Carver Park Drainage Project A Portion of 16-1N-31-1000-150-006

STATE OF FLORIDA COUNTY OF ESCAMBIA

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT made this **27** day of **June**, 2016, by and between Fannie Knight, a single woman, whose mailing address is 200 Louis Street, Cantonment, Florida 32533 (Grantor), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

(Wherever used, the terms "Grantor" and "Grantee" shall include the singular and plural, masculine and feminine, heirs, legal representatives, successors and assigns.)

WITNESSETH

WHEREAS Grantee proposes to construct and/or maintain a drainage easement across real property located in Section 16, Township 1N, Range 31 West, Escambia County, Florida; and

WHEREAS, Grantor is the owner of the real property, over, across, and upon which Grantee proposes to construct and maintain said drainage easement;

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the promises contained herein and other good and valuable consideration, Grantor does hereby grant to Grantee, a permanent drainage easement over the real property described below for the purposes of constructing and/or maintaining a drainage easement, together with the right of ingress and egress over and across the drainage easement and the right to excavate, construct and maintain the drainage easement.

See attached Exhibit A

GRANTOR also hereby grants, bargains, conveys, transfers, dedicates, and delivers to Grantee the right to clear, keep clear, and remove from the drainage easement, all trees, undergrowth and other obstructions that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon by Grantee. Notwithstanding the issuance of any permit to construct or erect any structure in the drainage easement, Grantor agrees not to build, construct or create or permit others to build, construct or create any building or other structure in the drainage easement that may interfere with the location, excavation, operation or maintenance of the drainage easement or any structures installed thereon. Easily removable improvements, such as fences, may be constructed with the prior consent of Grantee.

In the event of any discrepancy between the actual location of drainage improvements and the legal description of the drainage easement, the actual location of drainage improvements shall control to the extent of such discrepancy and said legal description shall be deemed to have been modified, and the Grantor agrees to execute corrective instruments as may be required by Grantee.

GRANTOR does hereby covenant with Grantee that it is lawfully seized and possessed of the real property above described and that the easement is free from all encumbrances that would prohibit Grantee from using the easement for drainage, and Grantor hereby waives any right to compensation for Grantee's use of the drainage easement and an appraisal of the drainage easement unless otherwise provided for herein.

TO HAVE AND TO HOLD said drainage easement upon the said Grantee forever.

IN WITNESS WHEREOF, Grantor has hereunto set its hand and seal the date first above written.

SIGNED IN THE PRESENCE OF:

GRANTOR:

By: Fannie Knigh

Print Name

Witness _

Print Name Carawahns

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27 day of June ,2016, by Fannie Knight. He/She () is personally known to me, or () produced current Florida Driver Liseage as identification.

(Notary Seal)

BERNIE W. MANNING
Notary Public - State of Florida
Commission #FF109897
My Commission Expires
May 31, 2018

Signature of Notary Public

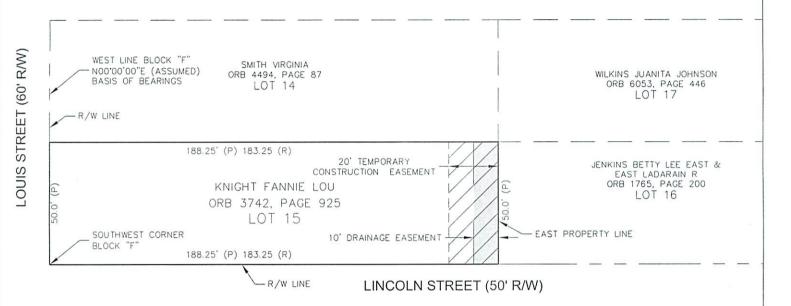
Printed Name of Notary Public

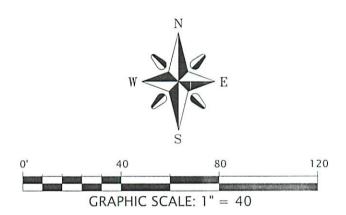
ACCEPTANCE

This		ted by Escambia County, Florida, on the day of athorized by the Board of County Commissioners of Escambia
County, Florid		day of
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST:	Pam Childers Clerk of the Court	Grover C. Robinson, IV, Chairman
Deputy Clerk		
		This document approved as to form and legal sufficiency. By Office Landy Albumy Date July (2, 2016

LEGAL DESCRIPTION AND SKETCH **EXHIBIT "A"**

HARVESTER'S HOMES SUBDIVISION **UNIT NUMBER 3** PLAT BOOK 1, PAGE 91 BLOCK "F"





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LEGEND:

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R/W - RIGHT-OF-WAY

(P) - PLAT

(R) - RECORD

- R/W LINE

-- PROPERTY LINE

- - DRAINAGE EASEMENT LINE

-- TEMPORARY CONSTRUCTION EASEMENT LINE

- SUBJECT PARCEL BOUNDARY LINE



- DRAINAGE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

2016

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

FOR ILLUSTRATIVE PURPOSES ONLY

Project No.: 20160038 Drawn By Survey Date: Drawing No. L-5054 Drawing Date: 04/07/2016 Field Book: 16, T-1-N, R-31-W Section, Township, Range: Type of Survey: Description & Sketch Sheet No. 1 of 2 Revisions: Date:

ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Danny R. Swain, Professional Surveyor and Mapper No. 5942

State of Florida

I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the

Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.



LEGAL DESCRIPTION AND SKETCH EXHIBIT "A"

Legal Descriptions
Perpetual Drainage Easement and a
Temporary Construction Easement
Prepared at the request of the Escambia County Engineering Department
March 25, 2016

A 10 foot non exclusive perpetual easement for drainage purposes over, under and across the following described property:

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Said easement contains 500 square feet, more or less.

Together with a 20 foot temporary construction easement over, under and across the following described property:

The East 20 feet of Lot 15, Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida.

Said easement contains 1,000 square feet, more or less.

Certified to: Escambia County, Florida Board of County Commissioners; and Fannie Lou Knight

Surveyor's Notes:

ψ, ,

- 1) Measurements were made in accordance with the United States Standard Foot.
- 2) Basis of Bearings Reference: North and the bearings shown hereon are based on the West line of Block F, Harvester's Homes, Unit Number 3, as recorded in Plat Book 1, Page 91, in the public records of Escambia County, Florida as being N00°00'00"E (Assumed).
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- 16) Subject to a road right-of-way of the West 5 feet.

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

FOR ILLUSTRATIVE PURPOSES ONLY

 Drawn By:
 MK
 Project No.: 20160038

 Survey Date:
 Drawing No. L-5054

 Drawing Date: 04/07/2016
 Field Book: Page:

 Section, Township, Range:
 16, T-1-N, R-31-W

 Type of Survey: Description & Sketch
 Sheet No. 2 of 2

Date:

Revisions:

ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.



This Document Was Prepared by: Escambia County Wayne Manning 3363 West Park Place Pensacola, FL 32505

Carver Park Drainage Project A Portion of 16-1N-31-1000-150-006

STATE OF FLORIDA COUNTY OF ESCAMBIA

TEMPORARY CONSTRUCTION EASEMENT

THIS GRANT OF TEMPORARY CONSTRUCTION EASEMENT is made this 27 day of 34 day of 54 day of 55 day of 55 day of 56 day of 56 day of 56 day of 57 day of 57 day of 57 day of 57 day of 58 day

WITNESSETH:

WHEREAS, Grantor is the owner of the real property (the Property) described in the attached Exhibit A; and

WHEREAS, Grantee desires to enter upon a portion of Grantor's Property for the purpose of installing a storm water drainage system;

WHEREAS, Grantor has agreed to grant a Temporary Construction Easement to Grantee over and across a portion of Grantor's Property under the terms and conditions set forth below,

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, does grant to Grantee, a temporary construction easement for the above-described purposes over and across a portion of Grantor's Property, as more particularly described in the attached Exhibit A.

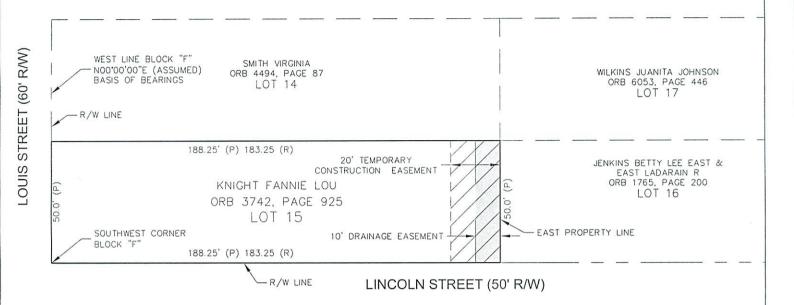
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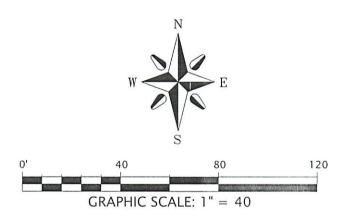
Signed, sealed and delivered in our presence as Witnesses:

	GRANTOR:
Witness Print Name Brania Witness Print Name Vara Johnson	Fannie Knight Fannie Knight
STATE OF FLORIDA COUNTY OF ESCAMBIA	
The foregoing instrument was acknowledged Fannie Knight. She () is personal Florida Driver hicers as identificated	before me this <u>37</u> day of <u>June</u> , 2016, by ally known to me, or produced current ion.
Notary Public - State of Flori Commission #FF109897 My Commission Expires May 31, 2018	Signature of Notary Public
Α	CCEPTANCE
day of , 20 , as	nent was accepted by Escambia County, Florida, on the sauthorized by the Board of County Commissioners of on the day of, 20
	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 Table 12 2016

LEGAL DESCRIPTION AND SKETCH **EXHIBIT "A"**

HARVESTER'S HOMES SUBDIVISION **UNIT NUMBER 3** PLAT BOOK 1, PAGE 91 BLOCK "F"





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-- TEMPORARY CONSTRUCTION EASEMENT LINE

- SUBJECT PARCEL BOUNDARY LINE



- DRAINAGE EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK Project No.: 20160038 Survey Date: Drawing No. L-5054 Drawing Date: 04/07/2016 Field Book: Section, Township, Range: 16, T-1-N Page: 16, T-1-N, R-31-W Type of Survey: Description & Sketch Sheet No. 1 of 2 Revisions: Date:

ENGINEERING DEPARTMENT ESCAMBIA COUNTY, FLORIDA 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Danny R. Swain, Professional Surveyor and Mapper No. 5942 State of Florida

I hereby certify that the description and sketch shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.



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Certified to: Escambia County, Florida Board of County Commissioners; and Fannie Lou Knight

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Sheet No. 2 of 2

Date:

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Type of Survey: Description & Sketch

Revisions

LEGAL DESCRIPTION AND SKETCH ~ THIS IS NOT A SURVEY

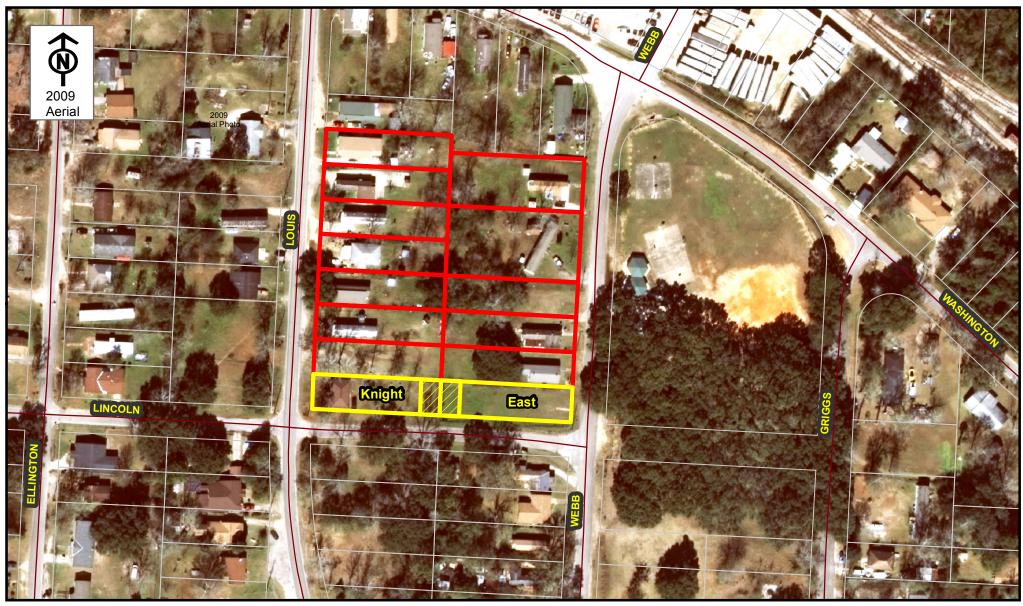
FOR ILLUSTRATIVE PURPOSES ONLY

Drawn By: MK Project No.: 20160038 ENGINEERING DEPARTMENT
Survey Date: Drawing No. L-5054 ESCAMBIA COUNTY, FLORIDA
Drawing Date: 04/07/2016 Field Book: Page: 3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505
Section, Township, Range: 16, T-1-N, R-31-W





Carver Park Drainage







Properties Involved in Project





Drainage and Temporary Construction Easement Areas



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10670 County Administrator's Report 11. 20. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Local Agency Program (LAP) Agreement - Ferry Service Dock

Construction at Quietwater Beach

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement with the Florida Department of

Transportation for the Construction of the Quietwater Beach Ferry Landing Project - Joy

D. Blackmon, P.E., Public Works Department Director

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

A. Approve the State of Florida Department of Transportation LAP Agreement between the State of Florida Department of Transportation and Escambia County, Florida, for the construction of the Quietwater Beach Ferry Landing Project; and

B. Adopt a Resolution authorizing the Chairman to sign the LAP Agreement.

[Funding Source: Fund 352, "LOST III"]

BACKGROUND:

The purpose of this Agreement is to enter into a Local Agency Program Agreement between Escambia County (hereinafter referred to as the County) and the Florida Department of Transportation (hereinafter referred to as the Department), regarding funding for the construction of a new ferry pier at Quietwater Beach.

The County successfully secured Federal Land Access Program (FLAP) grant funding in 2015, co-sponsored with the National Park Service (NPS), to prepare a master plan for the Quietwater Boardwalk area for the ferry landing site, and design/construction of Phase I facilities necessary to provide passenger services and loading/unloading for NPS concessioner-operated ferry vessels during ferry service operations. The total awarded grant amount is \$979,439. The Department distributes the grant funds to the

County.

This specific recommendation pertains to the funds for the construction phase, in the amount of \$860,907.

Phase I entails the design and construction of the new dock extension that the ferry will board and depart from, a ticket kiosk, and ADA/accessibility improvements from the Boardwalk parking lot ramp next to Cactus Flower to the Quietwater Beach pier.

Phase II entails the design and construction for widening the existing Quietwater Beach pier from 8' to 14' to mirror the Fort Pickens pier, and to allow for additional space for the public and ferry passengers to traverse.

Phase III entails the design and construction of a shade structure (often called a "palapa") that is expected to cover the existing amphitheater area of the Boardwalk for ferry passengers and the general public to enjoy.

County Public Works staff are actively seeking funding for Phases II and III, and plan to submit a second FLAP grant application this year in efforts to build out the remaining phases.

BUDGETARY IMPACT:

The Department will reimburse the County \$860,907 for expenses related to the design of the project. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

Funds are available in Fund 352, "LOST III".

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved as to form and legal sufficiency by Kristen Hual, County Attorney's Office, on July 19, 2016.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires Board approval for all Agreements.

IMPLEMENTATION/COORDINATION:

County staff will coordinate with the Department staff during procurement of construction contracts.

Attachments

Resolution BCC Minutes

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LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>436511-2-58-01</u> Federal No: <u>FLAP-012-F</u>	Fund: <u>PLH</u> Org Code:	FLAIR Approp:	
FPN: <u>436511-2-68-01</u> Federal No: <u>FLAP-012-F</u>	Fund: PLH Org Code:	FLAIR Approp:FLAIR Obj:	
FPN: Federal No:	Fund:Org Code:	FLAIR Approp:FLAIR Obj:	
County No: (48) Escambia Contract No: Vendor No: VF596000598154 FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 07-507-9673 Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction			
THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this day of, 2016 between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and Escambia County B.O.C.C. ("Agency"). NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement,			
the parties agree as follows:			
1. Authority: The Agency, by Resolution No dated the day of, 20, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.			
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- Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the construction of the Ferry Landing at Quietwater Beach Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- Term of Agreement: The Agency agrees to complete the Project on or before June 30, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

- A. The total cost of the Project is \$ 860,907. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$860,907 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed:

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LOCAL AGENCY PROGRAM AGREEMENT

- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- **D.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- **G.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

provided to the Department.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1)**, **F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- **M.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

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executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- **6. Department Payment Obligations:** Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:
 - A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
 - **B.** There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
 - C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
 - **E.** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

- 7. **General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's <u>Local Agency Program Manual</u>, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.
 - A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

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- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
- vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- **E.** The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

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- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.
- 8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.
 - A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - **B.** The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26. 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or programspecific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit "1", Federal Financial Assistance (Single Audit Act) to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

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financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450 FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.
- Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or 9. all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
 - B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
 - D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
 - E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

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the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.
- 11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.
- 13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.
 - A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- **B.** The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.
- 14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:
 - A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
 - B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
 - C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
 - E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
 - F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

LOCAL AGENCY PROGRAM AGREEMENT

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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LOCAL AGENCY PROGRAM AGREEMENT

16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- **B.** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

LOCAL AGENCY PROGRAM AGREEMENT

PROGRAM MANAGEMENT OGC-08/15

continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency Will will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
- ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
- ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.
- iii. 🛛 If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

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LOCAL AGENCY PROGRAM AGREEMENT

iv.	An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
V.	Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
vi.	Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
vii.	☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
/iii.	☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.
ix.	☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
X.	☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
xi.	☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
xii.	Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
ciii.	☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

Board of County Commissioners	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION		
Escambia County, Florida	By: Name: Jared Perdue, P.E.		
	Title: Director of Transportation Development		
Grover C. Robinson, IV, Chairman			
ATTEST: Pam Childers	Lagal Povious		
Clerk of the Circuit Court	Legal Review:		
_			
By: Deputy Clerk			
Approved as to form and legal sufficiency.			
By/Title: Date: 2/19/0			

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 436511-2-58-01 & 436511-2-68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

Escambia County B.O.C.C.

PROJECT LOCATION:

The project is on the National Highway System.

The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.000

PROJECT DESCRIPTION: The construction of the Escambia County Ferry Landing at Quietwater Beach. The ferry arrival dock (approx. 16' x 80') will be constructed beyond the existing T-dock. Installation of dock gate, pole lighting, upgrade existing facilities to meet ADA standards, and ticket kiosk.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be constructed within the exsisting right of way.

The Agency shall be responsible for obtaining all permits associated with the project.

The Agency will submit to the Department the bid and award intent for review and concurrence prior to award and will submit the signed bid contract upon execution of the document.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by December 31, 2016.
- f) Construction to be completed by June 30, 2017.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

The Department will issue Notice to Proceed to the Agency after final design plans and the project Bid Package to include Specifications, updated construction estimate, draft construction contract, and completed Construction checklist have been reviewed and approved.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 436511-2-58-01 & 436511-2-68-01
Escambia County B.O.C.C.	
P.O. Box 18178	
Pensacola, FL 32591	

			FUNDING		
TYPE	OF WORK By Fiscal Year	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18	FY: FY: Total Planning Cost				
Project Developm	ent & Environment (PD&E) - 28 FY: FY: FY: Total PD&E Cost	_	_		
Design - 38	FY: FY: FY:				=
Right-of-Way - 48	FY: FY: FY: Total Right-of-Way Cost		_		
Construction-58	FY: 2017 FY: 2018 FY: 2019 FY: 2020	\$744,375 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$744,375 \$0.00 \$0.00 \$0.00
Construction Eng	Total Construction Cost ineering and Inspection (CEI) - 68 FY: 2017 FY: 2018 FY: 2019	\$744,375 \$116,532 \$0.00 \$0.00 \$116,532	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$744,375 \$116,532 \$0.00 \$0.00
Operations – 88	FY: FY: FY: Total Operations Costs				\$110,002
	TOTAL COST OF THE PROJECT	\$860,907	\$0.00	\$0.00	\$860,907

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

FHWA FORM 1273 FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

Exhibit "E" TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21,* as they may be amended from time to time, (hereinafter referred to as the *REGULATIONS*), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the REGULATIONS relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports: The contractor shall provide all information and reports required by the *REGULATIONS* or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such *REGULATIONS*, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the *REGULATIONS*, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (7.)(42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

LOCAL AGENCY PROGRAM AGREEMENT

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EXHIBIT "L"

LANDSCAPE MAINTENANCE

Paragraph 16.L is modified to include the following provisions:

- 1. Until such time as the Project is removed from the project highway pursuant to paragraphs 3 and 4 of this Exhibit, the Agency shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:
 - a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects:
 - b) Properly mulch plant beds;
 - c) Keep the premises free of weeds;
 - d) Mow and/or cut the grass to the proper length;
 - e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
 - f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the Project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this Exhibit. In the event any part or parts of the Project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the Project. Furthermore, the Agency agrees to keep litter removed from the project highway.

- 2. Maintenance of the Project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a) in this Exhibit, may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.
- 3. It is understood between the parties to this Agreement that any portion of or the entire Project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the Project at its own cost. The Agency will own that part of the Project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the Project, and the Department then may remove, relocate or adjust the Project as it deems best, with the Agency being responsible for the cost incurred for the removal of the Project.
- 4. This Exhibit shall remain in force during the life of the originally installed landscaping and/or the life of any replacement landscaping installed with the mutual consent of the parties hereto until superseded by a Landscape Maintenance Agreement between the Department and the Agency.

PROGRAM MANAGEMENT Page 1 of 1

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20,205

CFDA Title: Highway Planning and Construction

Federal-Aid Highway Program, Federal Lands Highway Program

CFDA Program Site: https://www.cfda.gov/

Award Amount: \$860,907.00

Awarding Agency: Florida Department of Transportation

Award is for R&D: No Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE **FOLLOWING:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards http://www.ecfr.gov/

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133 revised 2007.pdf

OMB Circular A-133 Compliance Supplement 2014

http://www.whitehouse.gov/omb/circulars/a133 compliance supplement 2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE **FOLLOWING:**

OMB Circular A-87 (Revised), Cost Principles for State, Local and Indian Tribal Governments http://www.whitehouse.gov/omb/circulars a087 2004/

OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments http://www.whitehouse.gov/omb/circulars a102/

Title 23 - Highways, United States Code

http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 - Transportation, United States Code

http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 - Moving Ahead for Progress in the 21st Century, Public Law 112-141 http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration - Florida Division http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS) https://www.fsrs.gov/

RESOLUTION NUMBER R2016-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF THE FERRY LANDING AT QUIETWATER BEACH; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (hereinafter referred to as "Department") has agreed to fund, by way of a Local Agency Program Agreement (LAP), the construction of the Escambia County Ferry Landing at Quietwater Beach, to include the construction of an arrival dock, installation of a dock gate, pole lighting, and ticket kiosk, and ADA regulation upgrades (FPID 436511-2-38-01) (hereinafter referred to as "the Project"); and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is \$860,907.00 (eight hundred sixty thousand nine hundred and seven dollars), and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total cost of the Project will be borne by the County.

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

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

SECTION 2. That the Board hereby supports the proposed Project for the Escambia County Ferry Landing at Quietwater Beach.

SECTION 3. That the Board hereby instructs County staff to coordinate and cooperate with the Department in developing and managing this Project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

SECTION 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

2016

AD	JI 125 andady or	
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
		Grover C. Robinson, IV, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	to the second level
Ву:	Deputy Clerk	Approved as to form and legal sufficiency. By/Title:
		Date:

ADODTED this

day of

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Larry Newsom, Interim County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1-7. Approval of Various Consent Agenda Items

Motion made by Commissioner Valentino, seconded by Commissioner Barry, and carried unanimously, approving Consent Agenda Items 1 through 7, as follows, with the exception of Items 3 and 5, which were held for separate votes:

- 1. Reappointing Rodger "RP" Doyle to the Escambia County Value Adjustment Board to serve another one-year term, effective June 10, 2014, through June 9, 2015.
- 2. Reappointing Robert C. Maloy to the Escambia County Housing Finance Authority to serve another four-year term, effective August 1, 2014, through July 31, 2018, as requested by Karyn Norton, Executive Director.
- 3. See Page 27.
- 4. Authorizing the scheduling of a Public Hearing for June 26, 2014, at 5:33 p.m., for consideration of adopting an Ordinance amending Volume 1, Chapter 10, Article I, Sections 10-7, 10-11, 10-16, and 10-22, relating to animal control, and repealing Section 10-12 (relating to direct control), of the Escambia County Code of Ordinances.
- 5. See Page 27.
- 6. Authorizing the scheduling of a Public Hearing for June 26, 2014, at 5:32 p.m., to consider the Petition to Vacate a portion (12 feet by approximately 156 feet) of an alleyway in Block 102, Beach Haven Subdivision, as petitioned by Michael Majewski.
- 7. Adopting, and authorizing the Chairman to sign, the Resolution (R2014-50) supporting the establishment of the National Park Service Pensacola Bay Ferry Service and the development of infrastructure for a water transportation system linking Pensacola, Fort Pickens, and Pensacola Beach.

ESCAMBIA COUNTY CLERK'S ORIGINAL 6/3/2014 CAR I-7

RESOLUTION NUMBER R2014-50

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS SUPPORTING THE **ESCAMBIA** COUNTY, FLORIDA, **PARK** SERVICE **ESTABLISHMENT** OF THE NATIONAL PENSACOLA BAY FERRY SERVICE AND THE DEVELOPMENT OF INFRASTRUCTURE FOR A WATER TRANSPORTATION SYSTEM LINKING PENSACOLA, FORT PICKENS, AND PENSACOLA BEACH; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Pickens area of the Gulf Islands National Seashore (GINS) is a fragile seven-mile long section of barrier island on the westernmost section of Santa Rosa Island separating Pensacola Bay from the Gulf of Mexico and is adjacent to the community of Pensacola Beach; and

WHEREAS, the Fort Pickens area is a destination for some 700,000 visitors annually and is one of the largest draws for the heavily tourist-dependent economy of the Pensacola and Pensacola Beach area; and

WHEREAS, the National Park Service Ferry Project would fund the purchase of up to two pedestrian visitor ferries for use between the City of Pensacola, Pensacola Beach, and the Fort Pickens area of the GINS; and

WHEREAS, in support of this proposed ferry project, infrastructure including passenger queuing areas, ticketing facilities and boat docks would be constructed to serve the ferry operation; and

WHEREAS, the National Park Service (NPS) has demonstrated a commitment toward this project by constructing a new dock and proposed shuttle system to support the Pensacola Bay Ferry Service and an alternative visitors access to Fort Pickens area of the GINS; and

WHEREAS, the project aligns with planning efforts by the local communities; and

WHEREAS, a ferry system in Pensacola Bay would provide additional travel options and would be a much-desired part of the tourist-driven economy of the Pensacola metropolitan area.

OF COUNTY NOW, THEREFORE, BE IT RESOLVED BY THE BOARD 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 Board of County Commissioners hereby supports the establishment of a Pensacola Bay Ferry service and the development of infrastructure for a water transportation system linking Pensacola, Fort Pickens, and Pensacola Beach.

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

SECTION 4. That the Clerk shall forward a copy of this Resolution to the West Florida Regional Planning Council, the Florida-Alabama Transportation Planning Organization, the City of Pensacola, the Santa Rosa Island Authority, and the National Park Service-Gulf Islands National Seashore.

ADOPTED this 3rd day of _ 2014.

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

Lumon J. May Chairman

ATTEST: Pam Childers

Clerk of the Circuit Court

Approved as to form and legal sufficiency

Date:

Date Executed

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL PAM CHILDERS

CLERK OF THE CIRCUIT COURT & COMPTROLLER ESCAMBIA COUNTY, FLORIDA

D.C.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10671 County Administrator's Report 11. 21. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Local Agency Program (LAP) Agreement - Design for Sidewalks Along

North "W" Street

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement with the Florida Department of Transportation for Design of Sidewalks Along North "W" Street - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the State of Florida Department of Transportation Local Agency Program (LAP) Agreement between the Florida Department of Transportation and Escambia County, Florida, for the design of sidewalks along North "W" Street (CR 453) from Navy Boulevard (SR 30) to Buddy's Lane:

A. Approve the State of Florida Department of Transportation LAP Agreement between the Florida Department of Transportation and Escambia County for the design of sidewalks along North "W" Street; and

B. Adopt a Resolution authorizing the Chairman to sign the LAP Agreement.

[Funding Source: Fund 352, "LOST III"]

BACKGROUND:

The purpose of this Agreement is to enter into a Local Agency Program between Escambia County (hereinafter referred to as the County) and the Florida Department of Transportation (hereinafter referred to as the Department and/or FDOT), regarding funding \$40,000 for the design of sidewalks along North 'W' Street (CR 453) from Navy Boulevard (SR 30) north to Buddy's Lane.

The Board authorized staff to submit this project to the Department in February 2015 for funding through the Transportation Alternatives Program. At that time, the proposed limits were North 'W' Street (CR 453) from Fairfield Drive (SR 295) to Navy Boulevard (SR 30). FDOT selected the current segment, North 'W" Street (CR 453) from Navy Boulevard (SR 30) north to Buddy's Lane, based on their field review. This design phase

of this project has been selected for funding this year. County staff will administer the hiring of a design consultant, and the County will be reimbursed by the Department for the cost of design. It is estimated that \$40,000 will cover all of the design costs.

A separate submittal for construction funding will be submitted to the Department in the Spring of 2017.

BUDGETARY IMPACT:

The Department will reimburse the County \$40,000 for expenses related to the design of this project. A supplemental budget amendment will be prepared by the Office of Management and Budget to recognize the funding for the LAP Agreement.

Funds are available in Fund 352, "LOST III"

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved as to form and legal sufficiency by Kristen Hual, County Attorney's Office, on July 19, 2016.

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

County staff will coordinate with the Department staff during procurement of design contracts.

Attachments

LAP Agreement
Resolution
BCC Minutes

525-010-40 PROGRAM MANAGEMENT OGC- 08/15 Page 1 of 15

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 438113-1-38-01	Fund: TALU	FLAIR Approp:
FPN: <u>438113-1-38-01</u> Federal No: <u>9044-033-C</u>	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Approp: FLAIR Obj:
FPN:	Fund:	FLAIR Approp:
Federal No:	Org Code:	FLAIR Approp: FLAIR Obj:
County No: <u>(48) Escambia</u> FDOT Data Universal Number Syst Catalog of Federal Domestic Assist	em (DUNS) No: <u>80-939-7102</u>	Vendor No: <u>VF596000598154</u> Local Agency DUNS No: <u>07-507-9673</u> ay Planning and Construction
, <u>2016</u> between ("Department"), and <u>Escambia Cou</u>	the State of Florida, Departmenty B.O.C.C. ("Agency").	reement"), is made and entered into this day of the State of Florida enants, promises and representations in this Agreement,
the parties agree as follows:	isideration of the mutual cove	status, promises and representations in this Agreement,
copy of which is attached as Exhib	it "F" and made a part of this	dated the day of, 20, a s Agreement, has authorized its officers to execute this lant to Section 339.12, Florida Statutes, to enter into this
2 Purpose of Agreement:	The nurness of this Agreeme	nt is to provide for the Department's participation in the

- Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the design of the CR 453 (North 'W' St) Sidewalk Project, as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- Term of Agreement: The Agency agrees to complete the Project on or before June 30, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

Project Cost: 4.

- A. The total cost of the Project is \$ 40,000. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.1.
- B. The Department agrees to participate in the Project cost up to the maximum amount of \$40,000 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.
- C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

525-010-40 PROGRAM MANAGEMENT OGC- 08/15 Page **2** of **15**

LOCAL AGENCY PROGRAM AGREEMENT

- ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments:

- A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".
- B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
- C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.
- E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.
- **G.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

LOCAL AGENCY PROGRAM AGREEMENT

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1)**, **F.S.**, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.
- J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- M. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

LOCAL AGENCY PROGRAM AGREEMENT

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executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- 6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:
 - A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
 - B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
 - **C.** The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or
 - **E.** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

- 7. **General Requirements:** The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's <u>Local Agency Program Manual</u>, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.
 - A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

- v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
- vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
- vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.
- B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.
- C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.
- **F.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.
- G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.
- 8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.
 - A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.
 - **B.** The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or programspecific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. Exhibit "1", Federal Financial Assistance (Single Audit Act) to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

- iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).
- iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including

financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24 605 Suwannee Street Tallahassee, Florida 32399-0450 FDOTSingleAudit@dot.state.fl.us

- C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.
- 9. **Termination or Suspension of Project:** The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.
 - **B.** If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
 - C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
 - D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
 - E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon

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the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

- A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- C. The Agency shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.
- 11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.
- 13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.
 - A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the

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Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

- **B.** The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.
- 14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:
 - A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.
 - **B.** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.
 - C. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
 - D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
 - E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
 - F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

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The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract."

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

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16. Miscellaneous Provisions:

- A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- **B.** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.
- J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☑ will ☐ will not maintain the improvements made for their useful life.
- M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

- i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and
- ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- **P.** The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

- i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.
- ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

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iv.	☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.
V.	Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.
vi.	Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.
vii.	☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.
viii.	☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.
ix.	☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.
X.	☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.
xi.	☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.
xii.	Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.
kiii.	☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

Board of County Commissioners	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Escambia County, Florida	Ву:
	Name: Jared Perdue, P.E. Title: Director of Transportation Development
Grover C. Robinson, IV, Chairman	
ATTEST: Pam Childers Clerk of the Circuit Court	Legal Review:
By:Deputy Clerk	
*	
Approved as to form and legal sufficiency.	·
By/Title: 1/19/16	

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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

	FPN: 438113-1-38-01
This exhibit forms an integral part of the Local Agency Program Agre Transportation and	ement between the State of Florida, Department of
Escambia County B.O.C.C.	
PROJECT LOCATION:	
☐ The project is on the National Highway System.	
☐ The project is on the State Highway System.	
PROJECT LENGTH AND MILE POST LIMITS: 0.346 Miles	

PROJECT DESCRIPTION: The design of sidewalks and drainage system upgrades along the east side of North 'W' St (CR 453) from Buddy's Lane to Navy Blvd (SR 30) in Pensacola, Florida in order to provide improvements to the existing drainage system as needed to install the sidewalks.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency shall not begin until a Notice to Proceed has been issued by the Department.

The Agency shall ensure that the project will be designed and constructed within the existing right of way. If right of way is needed, the agency shall notify the Department prior to commencement of any right-of-way activities. The Agency will be required to be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).

The Agency shall provide a copy of the final design plans for the Department's review and approval.

The Agency shall be responsible for obtaining all permits associated with the project.

The Agency shall be responsible for verifying that the NEPA document is adhered to for the life of the project.

When developing plans and specifications the Agency shall consider the following:

Off the State Highway System (Off-System) LAP construction projects must be administered in accordance with either Local Agency Specifications that have been approved by the Department; the pre-approved FDOT LAP ("Big Four") Specifications; or Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications in accordance with the LAP Manual. The Agency will be responsible for all project level inspection and verification testing. In addition, the construction of any new building must comply with Florida Building Code.

On the State Highway System (On-System) LAP construction projects must be administered in accordance with the FDOT Construction Project Administration Manual (Topic no. 700-000-000). Materials will be inspected in accordance with the

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FDOT Sampling Testing and Reporting Guide by Material Description and the FDOT Materials Manual (Topic No. 675-000-000). Divisions II and III of the FDOT Standard Specifications for Road and Bridge Construction and implemented modifications must be used in accordance with the LAP Manual. The Agency will be responsible for all project level inspection, verification testing, and assuring all data are entered into Laboratory Information Management Systems (LIMS). In addition, the following Off the State Highway System (Off-System) and Off the National Highway System projects will be administered as above: all bridge projects; box culverts; and all projects with a construction value of \$10 million or more.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by N/A.
- b) Design to be completed by June 30, 2017.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.
- e) Construction contract to be let by N/A.
- f) Construction to be completed by N/A.

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT: The Cultural Resource Assessment Survey (including coordination with the State Historic Preservation Officer) and all documentation necessary to support the environmental Class of Action Determination will be the responsibility of the Department.

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 438113-1-38-01
Escambia County B.O.C.C.	
P.O. Box 18178	
Pensacola, FL 32591	

			FUNDING		
			FUNDING		[
TYPE	OF WORK By Fiscal Year	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18	FY: FY: FY:				
	Total Planning Cost				
Project Developm	ent & Environment (PD&E) - 28 FY: FY: FY: Total PD&E Cost	_			
				40.00	
Design - 38	FY: 2017 FY: 2018 FY: 2019	\$40,000 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$40,000 \$0.00 \$0.00
	Total Design Cost	\$40,000	\$0.00	\$0.00	\$40,000
Right-of-Way - 48	FY: FY: FY:	_			
	Total Right-of-Way Cost				
Construction-58	FY: FY: FY:				
	Total Construction Cost				
Construction Eng	ineering and Inspection (CEI) - 68 FY: FY: FY:				
	Total CEI Cost				
	FY: FY: FY:		_	=	
	Total Operations Costs				
	TOTAL COST OF THE PROJECT	\$40,000	\$0.00	\$0.00	\$40,000

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

525-010-40E ROGRAM MANAGEMENT OGC- 08/15 Page 1 of 2

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

Exhibit "E"
TITLE VI ASSURANCES

- (1.) Compliance with REGULATIONS: The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the *REGULATIONS* relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports: The contractor shall provide all information and reports required by the *REGULATIONS* or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such *REGULATIONS*, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

LOCAL AGENCY PROGRAM AGREEMENT

525-010-40E ROGRAM MANAGEMENT OGC- 08/15 Page **2** of **2**

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the *REGULATIONS*, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (7.)(42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

525-010-40F PROGRAM MANAGEMENT OGC - 08/15 Page **1** of **1**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205

CFDA Title: Highway Planning and Construction

Federal-Aid Highway Program, Federal Lands Highway Program

CFDA Program Site: https://www.cfda.gov/

Award Amount: \$40,000.00

Awarding Agency: Florida Department of Transportation

Award is for R&D: No Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE **FOLLOWING:**

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards http://www.ecfr.gov/

OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133 revised 2007.pdf

OMB Circular A-133 Compliance Supplement 2014 http://www.whitehouse.gov/omb/circulars/a133 compliance supplement 2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE **FOLLOWING:**

OMB Circular A-87 (Revised), Cost Principles for State, Local and Indian Tribal Governments http://www.whitehouse.gov/omb/circulars a087 2004/

OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments http://www.whitehouse.gov/omb/circulars a102/

Title 23 - Highways, United States Code http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 - Transportation, United States Code http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141 http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration - Florida Division http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS) https://www.fsrs.gov/

RESO	LUT	LION	NUMBER	R2016-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING A LOCAL AGENCY PROGRAM AGREEMENT FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO DESIGN SIDEWALKS ALONG THE EAST SIDE OF NORTH "W" STREET (CR 453) FROM BUDDY'S LANE TO NAVY BOULEVARD (SR 30) IN PENSACOLA, FLORIDA; AUTHORIZING THE CHAIRMAN TO SIGN THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (hereinafter referred to as "Department") has agreed to fund, by way of a Local Agency Program Agreement (LAP), the total cost of designing sidewalks and drainage system upgrades along the east side of North "W" Street from Buddy's Lane to Navy Boulevard (SR 30) in Pensacola, Florida (FPID 438113-1-38-01) (hereinafter referred to as "the Project"); and

WHEREAS, Escambia County, Florida (hereinafter referred to as "County"), has met the eligibility requirements by the Department; and

WHEREAS, the estimated total Project cost is \$40,000.00 (forty thousand dollars) and is the maximum participation by the Department; and

WHEREAS, any expenses in excess of the total cost of the Project will be borne by the County.

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

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

SECTION 2. That the Board hereby supports the proposed Project.

SECTION 3. That the Board hereby instructs County staff to coordinate and cooperate with the Department in developing and managing this Project.

SECTION 4. That the Board hereby authorizes the Chairman to sign the Local Agency Program Agreement between the Department and the County.

SECTION 5. That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADO	PTED thisday of	2016.
		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
		Grover C. Robinson, IV, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Court	Approved as to form and legal
(SEAL)	puty Clerk	By/fitles Date: 7/20/10

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-23. Approval of Various Consent Agenda Items Continued
 - 14. See Page 40.
 - 15. Taking the following action regarding the proposed Applications for multi-modal facilities:
 - A. Approving 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 (SR 10A);
 - (2) Sidewalks along Chemstrand Road (CR 749), from Nine Mile Road (SR 10) to Ten Mile Road;
 - (3) Sidewalks along "W" Street (CR 453), from Fairfield Drive (SR 295) to Navy Boulevard (SR 30);
 - (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; and
 - (6) Pensacola Beach Ferry Service Landing Site at Quietwater Beach;
 - B. Adopt a Resolution (R2015-17) in support of Applications for TAP Projects; and
 - C. Authorizing the Chairman to sign the TAP Projects Applications and the Resolution.

2-19-2015 CAR 11-15

RESOLUTION R2015-

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: ESTABLISHING A NEED FOR MULTI-MODAL FACILITIES: PROVIDING FOR REGIONAL AND COUNTY TRANSPORTATION PLANNING ENDORSEMENT OF **MULTI-MODAL AMENITIES** 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); "W" Street (CR-453); Dog Track Road (CR-297); Saufley Field Road; and the Pensacola Beach Ferry Service Landing Site at Quietwater Beach are located in the unincorporated area of Escambia County, Florida; and

WHEREAS, many citizens of Escambia County have expressed a desire for a 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 Plans

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;

Sidewalks along "W" Street (CR-453) from Fairfield Drive (SR-295) to Navy Boulevard (SR-30);

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 Sauflev Field gate: and

Pensacola Beach Ferry Service Landing Site at Quietwater Beach; 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 proposed multi-modal projects 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 2. That the Board of County Commissioners, in furtherance of such purpose, supports filing the application with the State of Florida Department of Transportation for Federal Transportation Alternatives Program funding of the projects listed.

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

ADOPTED this 19th of February, 2015

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CQUNTY, FLORIDA

Steven Barry, ¢hairman

ATTEST:

Pam Childers

Clerk of the Circuit Court

Deputy Clerk

Date Executed

Approved as to form and legal

sufficiency.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10744 County Administrator's Report 11. 22.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Change Order for to Ingram Signalization on Contract PD 12-13.049

"Signal Response Maintenance and Construction"

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

Organization: Public Works

CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Ingram Signalization, Inc., for Maintenance of Traffic Signal Devices Throughout Escambia County - Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Ingram Signalization, Inc., for Contract PD 12-13.049, Signal Response Maintenance and Construction, for maintenance of traffic signal devices throughout Escambia County:

Department:	Public Works
Division:	Transportation and Traffic Operations
Type:	Addition
Amount:	\$150,000
Vendor:	Ingram Signalization, Inc.
Project Name:	Signal Response Maintenance and Construction - Maintenance of Traffic Signal Devices throughout Escambia County
Contract:	PD 12-13.049
PO No.:	160708
CO No.:	3
Original Award Amount:	\$220,000
Cumulative Amount of Change Orders through this CO:	\$302,317.40
New Contract Total:	\$522,317.40

[Funding Source: Fund 175, "Transportation Trust Fund", Cost Center 211201, Object Code 54601]

BACKGROUND:

The Public Works Department Transportation and Traffic Operations (TTO) Division pays invoices for various traffic signal devices throughout Escambia County through a contract with Ingram Signalization, Inc., which was approved by the Board on September 5, 2013. The contract allots a defined amount per Florida Department of Transportation (FDOT) signal for repairs and electricity (this past fiscal year - \$220,000 for maintenance and \$80,000 for electricity) out of the Traffic Signal Maintenance and Compensation Agreement (TSMCA) between the FDOT and Escambia County, and tasks Ingram with the responsibility for response maintenance of all traffic signals throughout Escambia County. The response maintenance includes both field procedures used to restore operation and shop procedures required to repair and test the malfunctioning equipment.

The TTO Division generates the list of traffic signal devices to be maintained. The current number of devices to be maintained is 360, but varies as new traffic signal devices are accepted for maintenance, existing signals are removed, and/or maintenance for specific signals is temporarily suspended due to construction activity. Examples of signal devices maintained are traffic signals, intersection control beacons, pedestrian flashing beacons, emergency signals, school zone beacons, etc.

This \$150,000 additive Change Order, #3, is expected to allow TTO to cover future expenses/invoices until the end of the current Fiscal Year (September 30, 2016). Below are the details of Change Orders #1 and #2.

Change Order #1, totaling \$107.317.40, approved at the 5/5/16 BCC meeting, was necessary as sometimes the traffic signal devices are damaged via crashes or storm events. The cost of the devices is then reimbursed through insurance. The invoices for these reimbursements are paid out of the TTO budget, and once the reimbursements are collected, a Change Order is necessary to place the funds back into the appropriate budget to allow for continued payments to maintain the traffic signals for the remainder of the fiscal year.

Change Order #2, totaling \$45,000, approved by the County Engineer on 7/19/16, was necessary in order to pay for outstanding invoices to Ingram for previous signal maintenance work.

Historically, the TSMCA between FDOT and the County has been established at \$300,000; however, this past fiscal year the TSMCA amount was increased to approximately \$477,000 to allow the County to hire two new signal maintenance employees and for the purchase of a bucket truck to use for in-house maintenance efforts. Due to the overwhelming signal maintenance demands over the past year, however, TTO has not yet been able to purchase the bucket truck. It is anticipated that TTO will purchase the bucket truck in the next fiscal year, which will allow for more

in-house maintenance and allow the County to be less dependent on outside vendors.

The \$150,000 is currently available in the TTO operating budget.

BUDGETARY IMPACT:

Funds for this project are available in Fund 175 "Transportation Trust Fund", Cost Center 211201, Object Code 54601 (Transportation and Traffic Operations Operating Budget).

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Original PO

Change Order 1

Change Order 2

Board Action 09513

Board Action 050516

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

TNG						34-2816	
1110	RAM S	IGNAL	IZAT	I NOIT	NC		
452	2 NOF	RTH DA	VIS	HIGHW	AY		
PEN	SACOI	A FL	325	503			

PURCHASE ORDER NO. 160708

PLEASE EMAIL INVOICES TO: N V escambia.invoices@escambiaclerk.com CLERK OF THE COURT & COMPTROLLER 0 1 HON. PAM CHILDERS CE 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843 S TRANSPORTATION & TRAFFIC ENGINEERN 3363 WEST PARK PLACE PENSACOLA, FL 32505

ATTN: CONNIE OLIVER

JKDEK	DATE:	11/0	09/15	BUYER: PAUL NOBLES	REQ. NO	O.: 16000787 RE	Q. DATE: 10/01/15
TERMS:	NET	30	DAYS	F.O.B.:	DESC.:	PD 12-13.049	
EM#	TUAND	TITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION
				MAINTENANCE OF TRAFFIC SUGNAL ESCAMBIA COUNTY PERIOD 10/1/2 BCC APPROVED 9/24/15			
				BCC APPROVED 9/24/15			
01	Ī	1.00) LOT	OPEN END PURCHASE ORDER TO PERESPONSE MAINTENANCE OF TRAF. DEVICES THROUGHOUT ESCAMBIA OPERIOD 10/1/15 TO 9/30/16. PERIOD 10/1/15 TO 9/24/15.	FIC SIGNAL COUNTY.	220000.0000	220,000.0

ITEM#	ACC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL	\$ 220,000.00
	011001	54601	202 202 22		TOTAL	\$ 220,000.00
01	211201	54601	220,000.00			
			1			
1						-

APPROVED BY fruit Brown Original Purchase Order

RESUME OF THE REGULAR BCC MEETING - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 14. Continued...
 - A. Continued...
 - (6) The Agreements between Escambia County CRA and Stella M. Reynolds, owner of residential property located at 2411 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,450 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, to install a new roof; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Approved 5-0

15. Recommendation: That the Board approve the Issuance of blanket and/or individual Purchase Orders, in excess of \$50,000, for the Fiscal Year 2015-2016, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department; the issuance of these Purchase Orders during the first week of October 2015 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

Approved 5-0

2nd Replacement Backup

CAR II - 15 BCC: 09/24/2015

B.C.C. Meeting 09/24/2015 PUBLIC WORKS Department

PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2015-2016

Public Works Department (includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)

Contractor	Amount	Contract #	Vendor#
1 Alabama Gulf Coast Rallway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$70,000	n/a	011274
2 CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$75,000	n/a	030050
3 Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$500,000	PD 12-13,049	406608
4 Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 14-15.041	023818
5 Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$350,000	PD 13-14.084	072898
Gulf Coast Traffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$150,000	PD 13-14.085	072898
7 Award Purchase Orders in excess of \$50K to the following Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	ng vendors for Bridge	Renovations:	
a. Material Vendors: American Concrete Supply Ferguson Enterprises, Inc. Martin Marietta Materials USA Ready Mix dba Block USA Bell Steel Co., Inc. Southeastern Pipe and Precast, Inc.		, -	011899 060880 131502 023799 022699 193791
Midway Lumber			193/31

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

ORDER DATE: 11/09/15 BUYER: PAUL NOBLES

406608	FAX: 850-434-2816
INGRAM SIGNALI	
4522 NORTH DAV	S HIGHWAY
PENSACOLA FL	2503
	2000

PURCHASE ORDER NO. 160708-1 CHANGE DATE: 05/10/16

PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com CLERK OF THE COURT & COMPTROLLER 0 HON. PAM CHILDERS C 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843

TRANSPORTATION & TRAFFIC ENGIN 3363 WEST PARK PLACE PENSACOLA, FL 32505 ATTN: CONNIE OLIVER

REQ. NO.: 16000787 REQ. DATE: 11/05/15

TERMS: NET 30 DAYS F.O.B.: DESC .: CHANGE ORDER - 1 QUANTITY DESCRIPTION UNIT PRICE **EXTENSION** The Public Works Department Traffic and Transportation Division pays invoices for various traffic signal

devices throughout Escambia County through a contract with Ingram Signalization, Inc., which was approved by the Board on September 5, 2013.

Sometimes these traffic signal devices are damaged and are reimbursed through insurance. So far this fiscal year we have been reimbursed \$107,317.40.

The invoices for these reimbursements are paid out of Traffic and Transportation's regular budget and once the reimbursements are collected, a Change Order is needed to place the funds back into their budget to allow for continued payments to maintain the traffic signals for the remainder of the fiscal year. A list of locations and amounts is attached. BCC Approval 05/05/2016

.00 LOT OPEN END PURCHASE ORDER TO PROVIDE FOR RESPONSE MAINTENANCE OF TRAFFIC SIGNAL DEVICES THROUGHOUT ESCAMBIA COUNTY. PERIOD 10/1/15 TO 9/30/16. PD12-13.049,

107317.4000 107,317.40

107,317.40 PAGE TOTAL \$ ITEM# ACCOUNT AMOUNT PROJECT CODE 107,317.40 TOTAL 01 211201 54601 107,317.40

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APPROVED BY

Original Purchase Order

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BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

/	406608	FAX:	850-434-2816	
	INGRAM SIGNALIZATI	ON I	NC	
1	4522 NORTH DAVIS H	IGHW	AY	
)	PENSACOLA FL 3250	3		

PURCHASE ORDER NO. 160708-1 CHANGE DATE: 05/10/16

PLEASE EMAIL INVOICES TO: N escambia.invoices@escambiaclerk.com 0 CLERK OF THE COURT & COMPTROLLER HON. PAM CHILDERS 221 PALAFOX PLACE, SUITE 140 C E PENSACOLA, FL 32502-5843

TRANSPORTATION & TRAFFIC ENGIN 3363 WEST PARK PLACE PENSACOLA, FL 32505

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ATTN: CONNIE OLIVER

ORDER DATE: 11/09/15 BUYER: PAUL NOBLES REQ. NO.: 16000787 REQ. DATE: 11/05/15 F.O.B.: TERMS: NET 30 DAYS DESC .: CHANGE ORDER -1 ITEM# QUANTITY UOM DESCRIPTION UNIT PRICE EXTENSION BCC APPROVED 9/24/15. PAGE TOTAL \$ ITEM# ACCOUNT AMOUNT PROJECT CODE 107,317.40 TOTAL

Original Purchase Order

APPROVED BY

TAX ID 85-8013888011C-3 FED ID 59-6000-598



CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT

Project Number	- 400008	4	Vendor Name	: Ingram Signalization	Inc.
Department	: Public Works/Engine	Orino	P.O. Number	r: 160708	C.O. Number 1
			P.D. Number	r: 12-13.049	Date: 05/10/16
Notes for Mod	lifying the Scope of	Award:			
The Public W	orks Department Ti	affic and Transport	ation Division p	ays invoices for var	ious traffic cional
	Burear Formition CO	unty uniouon a con	tract with Ingra	m Signalization In	nous traffic signal c., which was approved
by the Board	on September 5, 20	013.		iii Sigridiization, Im	, which was approved
	•				
Sometimes th	ese traffic signal de	vices are damages	and are reimb.	ad al 1. a	ance. So far this fiscal
vear we have	been reimbursed \$	107 317 40	and are reimpl	ursea through insur	ance. So far this fiscal
,	page (cimbalsed p	107,317.70.			
The invoices f	or these reimbume		•- •		
the reimbures	monte are cellularse	ments are paid out	of Traffic and T	ransportation's reg	ular budget and once
	יייכיוש מוב נטונפננפנ	i, a Change Orger i	c needed to bis	ca tha fiinda baali :.	aha 41-4
	payments to maint	anı üle iranıc sınna	IS IAT THA ramai	nder of the fiscal ye	ar. A list of locations
and amounts	is attached. BCC A	pproval 05/05/2016	5	•	
To Modify Exis	ting Purchase Order		7		
			_ Quantity		
Adding D	ollars to Line Item No.	1	Adjustment:		Amount: \$107,317.40
Deleting Doll	ars from Line Item No:		Adjustment:		Amount: 3107,317.40
Modify Notes:	1				
- to test	•				
	Date of BCC action	: (ATTACH RESUMÉ)			
	Previous Purchas	se Order Total Dollars:	\$220,000.00		
	Net Dollars	added or subtracted:	\$107 317 40		
	New Purchas	se Order Total Dollars:	\$327,317.40		
	Previous (Contract Total Dollars:			
	Net Dollars	added or subtracted:			
	New (Contract Total Dollars:			
Modifi	ving Cost Centers, O	hingt Code / Access			
Cost Center:	Object Code:	Project Number:	+ / - Change	Numbers:	
211201	54601	Jose Hamber	\$107,317.40	Dollar Amount \$327,317.40	
				4527,517.40	
					
Check if appli	cable: The Contract Ac	lministrator has direct	ed the Contractor	to increase the penal s	um of the evicting
Performance and	Payment Bonds or to o	btain additional bonds	on the basis of a	\$25,000.00 or greater	Value Change Order
Check if appli	cable and provide writ	ten confirmation from	the bonding comn	any / agent /attorneys	in-fact) that the amount of
the Performance a	and Payment Bonds ha	ve bee , · J	/ Cidentality	ilitract amount	m-ract) that the amount or
Request Prepared		- All Of	Could not	bacom c-US	
			UNIO 2016.05.13 09.26 00 4	95'00"	Date:
Contract Adminis	trator's Certification 8	Approval:			Date
Department Dire <u>c</u>	tor	RC	CApproval	05/05/2016	Date:
		D()	O AUDIOVAL	<u>นอ/บอ/2016</u>	Date:
F0020 (Revised 1/	31/2008)				

RESUME OF THE REGULAR BCC MEETING - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 34. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order to Ingram Signalization, Inc., for Contract PD 12-13.049, Signal Response Maintenance and Construction, for maintenance of traffic signal devices throughout Escambia County (Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 54601):

Department:	Public Works
Division:	Transportation and Traffic Operations
Type:	Addition
Amount:	\$107,317.40
Vendor:	Ingram Signalization, Inc.
Project Name:	"Signal Response Maintenance and Construction" – Maintenance of Traffic Signal Devices throughout Escambia County
Contract:	PD 12-13.049
Purchase Order No.:	160708
Change Order (CO) No.:	1
Original Award Amount:	\$220,000
Cumulative Amount of Change Orders through this CO:	\$107,317.40
New Contract Total:	\$327,317.40

Approved 3-0, with Commissioner Underhill absent and Commissioner May having left the meeting

Traffic Reimbursements

Date	Location	Cos	
8/27/2015	Repair of Traffic Signal Cabinet at Pace and Jordan	\$	107.50
8/12/2015	Repair of a Street Light at Lillian Hwy	\$	
7/21/2015	Repair of a Pedestrian Signal at Michigan/Clifton	\$	2,432.00
<u>9/20/2015</u>	Repair of a Traffic Signal Cabinet at Mobile/Edison	\$	1,065.28
11/23/2015	Repair of a Pedestrian Signal at Hwy 29 and 9 Mile Road	\$	815.00
10/30/2015	Repair of a Radar Speed Limit Sign on Saufley Pines Road	\$	1,108.50
1/5/2016	Repair of a Traffic Signall Controller at Public syafety	\$	2,502.50
11/24/2015	Repair of a Pedestrian Signal at Palafox/Burgess	\$	867.50
12/28/2015	Repair of a Traffic Signal at Blue Angel/Dog Track Road	\$	168.50
12/28/2015	Repair of a Traffic Signal at W Street/Marcus Pointe	\$	2,132.50
1/8/2016	Repair of a Pedestrian Signal at Pine Forest/Wilde Lake	\$	1,104.00
1/5/2016	Repair of Traffic signal at Fairfield/Patricia/72nd	\$	176.00
9/2/2015	Repair of a concrete pole at Pace/Palafox/Massachusetts	\$	882.50
2/1/2016	Repair of an advanced warning beacon at Hwy 29/Palafox/M	?	18,137.50
	Repair of a traffic signal cabinet, pedestrian signal and	>	974.00
	wiring at 9 Mile and Jernigan damaged by storm on		
2/15/2016	February 15, 2016	4	20.020.55
	Repair of a traffic signal cabinet at Davis-I-10	\$	28,938.09
	Total	\$	45,906.03
		\$	107,317.40

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

406608 FAX: 850-434-2816

INGRAM SIGNALIZATION INC Ν 4522 NORTH DAVIS HIGHWAY D PENSACOLA FL 32503 O R

PURCHASE ORDER NO. 160708

Ν PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com CLERK OF THE COURT & COMPTROLLER 0 HON. PAM CHILDERS 221 PALAFOX PLACE, SUITE 140 C Ē PENSACOLA, FL 32502-5843

TRANSPORTATION & TRAFFIC ENGINEERN 3363 WEST PARK PLACE PENSACOLA, FL 32505

ATTN: CONNIE OLIVER

ORDER DATE: 11/09/15 BUYER: PAUL NOBLES REO. NO.: 16000787 REQ. DATE: 10/01/15 TERMS: NET 30 DAYS F.O.B.: DESC.: PD 12-13.049 ITEM# QUANTITY UOM DESCRIPTION UNIT PRICE EXTENSION MAINTENANCE OF TRAFFIC SUGNAL DEVICES THROUGHOUT ESCAMBIA COUNTY PERIOD 10/1/15 TO 9/30/15. BCC APPROVED 9/24/15 1.00 LOT OPEN END PURCHASE ORDER TO PROVIDE FOR 01 220000.0000 220,000.00 RESPONSE MAINTENANCE OF TRAFFIC SIGNAL DEVICES THROUGHOUT ESCAMBIA COUNTY. PERIOD 10/1/15 TO 9/30/16. PD12-13.049, BCC APPROVED 9/24/15.

ACC	TNUO	AMOUNT	PROJECT CODE	PAGE TOTAL \$	220,000.00
211201	54601	220,000.00		TOTAL \$	220,000.00
			AMOUNT	AMOUNT PROJECT CODE	AMOUNT PROJECT CODE PAGE TOTAL \$

APPROVED BY MUNICIPAL /

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 14. Continued...
 - A. Continued...
 - (6) The Agreements between Escambia County CRA and Stella M. Reynolds, owner of residential property located at 2411 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,450 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, to Install a new roof; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Approved 5-0

15. Recommendation: That the Board approve the Issuance of blanket and/or individual Purchase Orders, in excess of \$50,000, for the Fiscal Year 2015-2016, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department; the issuance of these Purchase Orders during the first week of October 2015 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia

Approved 5-0

2nd Replacement Backup

CAR II - 15 BCC: 09/24/2015

B.C.C. Meeting 09/24/2015 PUBLIC WORKS Department

PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2015-2016

Public Works Department (Includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)

Contractor	Amount	Contract #	Vendor#
1 Alabama Gulf Coast Rallway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$70,000	n/a	011274
2 CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$75,000	n/a ·	030050
3 Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$500,000	PD 12-13,049	405608
4 Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 14-15.041	023818
5 Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$350,000	PD 13-14.084	072898
Gulf Coast Traffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$150,000	PD 13-14.085	072898
7 Award Purchase Orders in excess of \$50K to the following Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund" a. Material Vendors:	vendors for Bridge	Renovations:	
American Concrete Supply Ferguson Enterprises, Inc. Martin Marietta Materials USA Ready Mix dba Block USA Bell Steel Co., Inc. Southeastern Pipe and Precast, Inc. Midway Lumber			011899 060880 131502 023799 022699 193791

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 14. Continued...
 - A. Continued...
 - (6) The Agreements between Escambia County CRA and Stella M. Reynolds, owner of residential property located at 2411 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,450 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, to install a new roof; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Approved 5-0

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Approved 5-0

2nd Replacement Backup

CAR II - 15

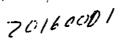
BCC: 09/24/2015

B.C.C. Meeting 09/24/2015 PUBLIC WORKS Department

PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2015-2016

Public Works Department (includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)

Contractor	<u>Amount</u>	Contract #	Vendor#
1 Alabama Gulf Coast Railway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$70,000	n/a	011274
2 CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$75,000	n/a	030050
3 Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$500,000	PD 12-13.049	406608
4 Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 14-15.041	023818
5 Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$350,000	PD 13-14.084	072898
6 Gulf Coast Yraffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$150,000	PD 13-14.085	072898
7 Award Purchase Orders in excess of \$50K to the following versus 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund" a. Material Vendors:	endors for Bridge	Renovations:	· · · · · · · · · · · · · · · · · · ·
American Concrete Supply Ferguson Enterprises, Inc. Martin Marletta Materials USA Ready Mix dba Block USA Bell Steel Co., Inc. Southeastern Pipe and Precast, Inc. Midway Lumber		=	011899 060880 131502 023799 022699 193791





How tomorrow moves

CSX Federal ID No. CSX Canadian ID No.

: 54-6000720 : 1022382868

02.1 0 1 2015

ESCAMBIA COUNTY OF PLANNING AND ENGINEERING ATTN: ROBIN LAMBERT 3363 WEST PARK PLACE PENSACOLA FL 32506

INVOICE

Bill No.

8302046

Bill Date

09/17/2015

Due Date

11/01/2015

Payment may be made in one of the following ways: Mail your check, along with the bottom partion of your bill to the address indicated on the bill.

To authorize payment by credit card or to have future payments automatically withdrawn from your checking account via (EFT) call 904-279-3829.

If you have any questions concerning this invoice or if you need to correct your name or address, please call \$04-279-3879 or email Omar_Payne@csx.com

Contract No	Contract Date	Location	Description	Billing Period	Rental
PO# 130498	11/09/2000 R A CROSSING - SIG ERENCE: BRICKYAR		CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00K 825.13	11/01/2014 - 10/31/2015	\$1,701.00
PO# 130498	11/09/2000 R A CROSSING - SIG ERENCE: DAFFIN RD		CROSSING - SIGNAL MAINTENANCE - CLASS IV LASS IV LOCATED AT 00K 627.41	11/01/2014 - 10/31/2015	\$2,136.00
PO# 130498	05/09/1994 R A CROSSING - SIG ERENCE: FAIRGROU		CROSSING - SIGNAL MAINTENANCE - CLASS IV LASS IV LOCATED AT 00K 627.56	11/01/2014 - 10/31/2015	\$2,136.00
PO# 130498	10/13/1997 R A CROSSING - SIG ERENCE: SOUTH CH		CROSSING - SIGNAL MAINTENANCE -CLASS III ASS (III LOCATED AT 00K 832.21	11/01/2014 - 10/31/2015	\$1,701.00
PO# 130498	01/16/1992 R A CROSSING - SIG ERENCE: QUINTETTI		CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00K 632.80	11/01/2014 - 10/31/2015	\$1,701 00
PO# 130498	12/21/1979 R A CROSSING - SIG ERENCE: MCKENZIE		CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00K 633.24	11/01/2014 - 10/31/2015	\$1,701.00
PO# 130498	05/02/1978 R A CROSSING - SIG ERENCE: WILLIAMS		CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00K 634.02	11/01/2014 - 10/31/2015	\$1,701.00
PO# 130498	07/29/1981 R A CROSSING - SIG ERENCE: COTTAGE	-	CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00K 634, 15	11/01/2014 - 10/31/2015	\$1,701.00
DOT339672W ANNUAL FEE FOI PO# 130498	05/09/1994	CANTONMENT FL CHAL MAINTENANCE -CL	CROSSING - SIGNAL MAINTENANCE -CLASS (II ASS III LOCATED AT 00K 834 67	11/01/2014 - 10/31/2015	\$1,701.00
DOT339673D ANNUAL FEE FOI PO# 130498	01/15/1998	CANTONMENT FL GNAL MAINTENANCE - CI	CROSSING - SIGNAL MAINTENANCE - CLASS IV LASS IV LOCATED AT 00K 635.50	11/01/2014 - 10/31/2015	\$2,136.00
DOT339644T ANNUAL FEE FOI PO# 130498	07/19/1990	CENTURY FL BNAL MAINTENANCE -CL	CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT GOK 817.74	11/01/2014 - 10/31/2015	\$1,701.60
	04/18/1997 R A CROSSING - SIG ERENCE: COUNTRI L		CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00K 836 48	11/01/2014 - 10/31/2015	\$1,701 00
PO# 130498	07/25/1979 RA CROSSING - SIG ERENCE: ARCHER R		CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00K 837 29	11/01/2014 - 10/31/2015	\$1,701.00
PO# 130498		GONZALEZ FL INAL MAINTENANCE -CL AND RD/CR 297/MONSAN	CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00K 838.19 NO R	11/01/2014 - 10/31/2015	\$1,701.00
DOT339683J	08/30/1999	CANTONMENT FL	CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00K 638.50	11/01/2014 - 10/31/2015	\$1,701.00

Contract No	Contract Date	Location	Description	Billing Period	Renta
CUSTOMER REFE	RENCE: PAULINE DI	RIVE			
PC# 130488	01/10/1979 A CROSSING - SIG RENCE: CHEMSTRA		CROSSING - SIGNAL MAINTENAN CLASS III LOCATED AT 00K 838.45	CE -CLASS III 11/01/2014 - 10/31/2015	\$1,701.0
PO# 130488	10/13/1997 A CROSSING - SIG RENCE: CR-188 KIN		CROSSING - SIGNAL MAINTENAN CLASS IV LOCATED AT 00K 638.94	CE - CLASS IV 11/01/2014 - 10/31/2015	\$2,136.0
PO# 130498	09/14/1978 A CROSSING - SIG RENCE: ROBERTS F		CROSSING - SIGNAL MAINTENAN CLASS IV LOCATED AT 00K 639.50	CE - CLASS IV 11/01/2014 - 10/31/2015	\$2,138.0
DOT339694W ANNUAL FEE FOR PO# 130488	10/09/1978	Ensley FL NAL MAINTENANCE 4	CROSSING - SIGNAL MAINTENAN CLASS III LOCATED AT 00K 840.60	CE -CLASS III 11/01/2014 - 10/31/2015	\$1,701 0
PO# 130498	12/27/1977 A CROSSING - SIGI RENCE: ENSLEY STI		CROSSING - SIGNAL MAINTENANI CLASS III LOCATED AT GUK 642.55	CE -CLASS III 11/01/2014 - 10/31/2015	\$1,701.00
PO# 130498	08/25/1978 A CROSSING - SIGI RENCE: JOHNSON S		CROSSING - SIGNAL MAINTENANG CLASS III LOCATED AT 00K 642.75	CE -CLASS III 11/01/2014 - 10/31/2015	\$1,701.00
PC# 130498	05/09/1994 A CROSSING - SIGN RENCE: OAKFIELD R		CROSSING - SIGNAL MAINTENANG CLASS III LOCATED AT 00K 844.89	CE -CLASS III 11/01/2014 - 10/31/2015	\$1,701.00
ANNUAL FEE FOR PO# 130498	02/09/1968 A CROSSING - SIGN RENCE: HANCOCK L		CROSSING - SIGNAL MAINTENANC CLASS III LOCATED AT 00K 645.45	CE -CLASS III 11/01/2014 - 10/31/2015	\$1,701.00
ANNUAL FEE FOR PO# 130498	08/27/1997 A CROSSING - SIGN RENCE: AIRPORT EL		CROSSING + SIGNAL MAINTENANC CLASS III LOCATED AT 60K 645.90	CE -CLASS III 11/01/2014 - 10/31/2015	\$1,701.00
ANNUAL FEE FOR PO# 130498	07/10/1975 A CROSSING - SIGN RENCE: ST JOHN ST		CROSSING - SIGNAL MAINTENANC LASS III LOCATED FROM 00K 646.30 TO 00K 6	CE -CLASS III 11/01/2014 • 19/31/2015 46.28	\$1,701.00
ANNUAL FEE FOR PO# 130498	10/27/1960 A CROSSING - SIGN RENCE: CROSS ST	PENSACOLA FL IAL MAINTENANCE - C	CROSSING - SIGNAL MAINTENANC CLASS IV LOCATED AT 00K 648.82	CE - CLASS IV 11/01/2014 - 10/31/2015	\$2,138.00
ANNUAL FEE FOR PO# 130498	08/12/1985 A CROSSING - SIGN RENCE: EL CAMINO I		CROSSING - SIGNAL MAINTENANC LASS III LOCATED AT 00K 638.85	CE -CLASS III 11/01/2014 - 10/31/2015	\$1,701.00
ANNUAL FEE FOR (PO# 130498	11/09/2000 A CROSSING - SIGN RENCE: BRICKYARD		CROSSING - SIGNAL MAINTENANC LASS III LOCATED AT 00K 624.80	CE -CLASS (III 11/01/2014 - 10/31/2015	\$1,701.00
Annual fee for : Po# 130498	10/27/1998 A CROSSING - SIGN RENCE: NORTH BAR		CROSSING - SIGNAL MAINTENANC LASS III LOCATED AT 00K 624.72	CE -CLASS III 11/01/2014 - 10/31/2015	\$1,701.00
NNUAL FEE FOR A PO# 130498	11/09/2000 A CROSSING - SIGN RENCE: N BARTH RD		CROSSING - SIGNAL MAINTENANC LASS III LOCATED AT 00K 623 87	CE -CLASS (II) 11/01/2014 - 10/31/2015	\$1,701.00
NNUAL FEE FOR A 10# 130498	02/01/2001 A CROSSING - SIGN IENCE: COTTON LAK		CROSSING - SIGNAL MAINTENANC LASS III LOCATED AT 00K 822.94	E-CLASS III 11/01/2014 - 10/31/2015	\$1,701.00
NNUAL FEE FOR A	02/12/2001 A CROSSING - SIGN LENCE: E BOGIA RO	CANTONMENT FL AL MAINTENANCE -CI	CROSSING - SIGNAL MAINTENANC LASS III LOCATED AT 00K 618.91	E-CLASS III 11/01/2014 - 10/31/2015	\$1,701.00
WNUAL FEE FOR A PO# 130498	11/10/1983 A CROSSING - SIGN ENCE: WOODBURY		CROSSING - SIGNAL MAINTENANC LASS III LOCATED AT 00K 838.25	E-CLASS (II 11/01/2014 - 10/31/2015	\$1,701.00
	11/09/2000 \ CROSSING - SIGN	CENTURY FL AL MAINTENANCE -CI	CROSSING - SIGNAL MAINTENANC LASS III LOCATED AT 00K 610.08	E-CLASS III 11/01/2014 - 10/31/2015	\$1,701.00

Contract No	Contract Date	Location	Description	Billing Period	Rental
	ERENCE: SALTERS	LAKE ROAD			***************************************
	07/16/1990 OR A CROSSING - SIC FERENCE: BLUFF SPI		CROSSING - SIGNAL MAINTENANCE -CLASS III E -CLASS III LOCATED AT 00K 612.08	11/01/2014 - 10/31/2015	\$1,701.00
				Invoice Total	\$62,145,00

-9≪

Detach Here and Return with Payment

Remit To: CSX Transportation P. O. Box 116628 Atlanta, GA 30368-6628

Due Date Amount Due Bill Number 11/01/2015 \$62,145.00 8302046

Past due bills are subject to a \$25.00 administrative and handling fee plus interest at the rate allowable by law. In order to avoid these fees, payment must reach us by the due date. Please allow 7-10 days for postal delivery.

PAGE NO. 1 PURCHASE ORDER NO. 160708 **BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY FLORIDA** 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PLEASE EMAIL INVOICES TO: PO BOX 1591 escambia.invoices@escambiaclerk.com PENSACOLA,FL 32591-1591 CLERK OF THE COURT & COMPTROLLER 0 (850) 595-4980 HON. PAM CHILDERS 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843 406608 ٧ FAX: 850-434-2816 TRANSPORTATION & TRAFFIC ENGINEERN INGRAM SIGNALIZATION INC N 3363 WEST PARK PLACE 4522 NORTH DAVIS HIGHWAY D PENSACOLA, FL 32505 PENSACOLA FL 32503 0 R ATTN: CONNIE OLIVER ORDER DATE: 11/09/15 BUYER: PAUL NOBLES REQ. NO.: 16000787 REQ. DATE: 10/01/15 TERMS: NET 30 DAYS F.O.B.: DESC.: PD 12-13.049 ITEM# QUANTITY UOM DESCRIPTION UNIT PRICE MAINTENANCE OF TRAFFIC SUGNAL DEVICES THROUGHOUT ESCAMBIA COUNTY PERIOD 10/1/15 TO 9/30/15. BCC APPROVED 9/24/15 1.00 LOT OPEN END PURCHASE ORDER TO PROVIDE FOR 01 220000.0000 220,000.00 RESPONSE MAINTENANCE OF TRAFFIC SIGNAL DEVICES THROUGHOUT ESCAMBIA COUNTY. PERIOD 10/1/15 TO 9/30/16. PD12-13.049,

BCC APPROVED 9/24/15.

TEM₽	AC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	220,000.00
01	211201	54601	220,000.00		TOTAL \$	220,000.00
	•					

APPROVED BY

EXTENSION

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 14. Continued...
 - A. Continued...
 - (6) The Agreements between Escambla County CRA and Stella M. Reynolds, owner of residential property located at 2411 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,450 representing an in-kind match through the Englewood Tax increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, to install a new roof; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Approved 5-0

15. Recommendation: That the Board approve the Issuance of blanket and/or individual Purchase Orders, in excess of \$50,000, for the Fiscal Year 2015-2016, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department; the Issuance of these Purchase Orders during the first week of October 2015 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

Approved 5-0

2nd Replacement Backup

CAR II - 15

B.C.C. Meeting 09/24/2015 PUBLIC WORKS Department

2015 BCC: 09/24/2015

PURCHASE ORDERS \$50,000 AND OVER -- FISCAL YEAR 2015-2016

Public Works Department (Includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)

Contractor	<u>Amount</u>	Contract #	Vendor#
1 Alabama Gulf Coast Rallway Sign Maintenance for Rallroad Crossings Fund 175, Account 211201	\$70,000	n/a	011274
2 C5X Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$75,000	n/a ·	030050
3 Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$500,000	PD 12-13.049	406608
4 Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 14-15.041	023818
5 Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$350,000	PD 13-14.084	072898
6 Gulf Coast Yraffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$150,000	PD 13-14.085	072898
7 Award Purchase Orders in excess of \$50K to the following ver Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund" a. Material Vendors:	ndors for Bridge	Renovations:	
American Concrete Supply Ferguson Enterprises, Inc. Martin Marietta Materials USA Ready Mix dba Block USA Beli Steel Co., Inc. Southeastern Pipe and Precast, Inc. Midway Lumber			011899 060880 131502 023799 022699 193791

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA, FL 32591-1591 (850) 595-4980

v	406608	FAX:	850-434-2816	_
E N D	INGRAM SIGNALIZA 4522 NORTH DAVIS PENSACOLA FL 32	HIGHW		
O R	-	.505		_

PURCHASE ORDER NO. 160708-2 CHANGE DATE: 07/19/16

N	PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com	
Ò	CLERK OF THE COURT & COMPTROLLER HON, PAM CHILDERS	
CE	221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843	
S	TRANSPORTATION & TRANSPORT ENGIN	-

H | TRANSPORTATION & TRAFFIC ENGIN 3363 WEST PARK PLACE PENSACOLA, FL 32505

ATTN: CONNIE OLIVER

REQ. NO.: 16000787 REQ. DATE: 11/05/15 ORDER DATE: 11/09/15 BUYER: PAUL NOBLES F.O.B.: DESC .: CHANGE ORDER -TERMS: NET 30 DAYS UNIT PRICE EXTENSION DESCRIPTION UOM ITEM# QUANTITY This purchase order is the annual allocation for the Traffic and Transportation Division for repair and maintenance of traffic signal devices throughout Escambia County. This Change Order # 2 is an additive change order for \$45,000 in order to pay invoices for the next 30-45 days. A recommendation is being prepared for the Board to appprove additional funds to pay invoices to Ingram Signalization for the remainder of thisfiscal year. Purchase Order beginning balance was \$220,000, change order #1 (BCC Approval 05/05/2016), added \$107,317.40 - insurance reimbursements, making the new total of the contract \$327,317.40. Total to date spent \$327,291.12, leaving a balance of \$26.28 on the purchase order. Original Board Approval 09/5/2013. .00 LOT OPEN END PURCHASE ORDER TO PROVIDE FOR 45000.0000 45,000.00 01 RESPONSE MAINTENANCE OF TRAFFIC SIGNAL DEVICES THROUGHOUT ESCAMBIA COUNTY. PERIOD 10/1/15 TO 9/30/16. PD12-13.049, BCC APPROVED 9/24/15.

ITEM#	AC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	45,000.00
01	211201	54601	45,000.00		TOTAL \$	45,000.00
					un Boc	

Original Purchase Order

Change Order Checklist

•	Vendor Name: Ingram Signalization						
	Purchase Order Number: 160708						
	Change Order Number: 2						
	Project Name: Traffic Signal Devices						
•	Board Recommendation: Original Board Approval 09/24/2015						
•	Resume Page: attached						
•	Funding Source: Fund 175 "Transportation Trust Fund"						
•	Breakdown of Project Costs:						
•	Additional Information:						
	Change Order #1 approved by Board on 05/05/2016						
	Change Craci #1 approved by Board on 50/00/2010						

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 406608			gram Signalization I	nc.				
Project Number:	tion and Traffic Onns	P.O. Number: 1 P.D. Number: 1		C.O. Number 2 Date: 07/05/16				
Department: Public Works/Transporta		F.D. Number.	2-13.013					
Notes for Modifying the Scope of Aw	ard:	o Traffic and	Transportation	Division for repair				
This purchase order is the annual allocation for the Traffic and Transportation Division for repair and maintenance of traffic signal devices throughout Escambia County. This Change Order # 2 is								
and maintenance of traffic sign an additive change order for \$4	15 000 in order to	nav invoices fo	or the next 30-4	15 days. A				
recommendation is being preparation	45,000 in order to	to approve a	dditional funds	to pay invoices to				
Ingram Signalization for the re	mainder of this fisc	al year Durch	nase Order hed	inning halance was				
\$220,000, change order #1 (B	CC Approval 05/05	/2016) added	\$107 317 40 -	insurance				
reimbursements, making the n	ow total of the con	tract \$327 31	7 40 Total to (date spent				
\$327,291.12, leaving a balance	of \$26.28 on the	nurchase orde	er Original Boa	ard Approval				
	2 01 \$20.20 OII tile	purchase orac	original boo					
09/5/2013.								
To Modify Existing Purchase Order:								
		Quantity Adjustment:		Amount: \$45,000.00				
Adding Dollars to Line Item No: Deleting Dollars from Line Item No:	1	Adjustment:		Amount:				
Modify Notes:								
-	n: (ATTACH RESUMÉ)	PERSONAL PROPERTY.						
Previous Purch	nase Order Total Dollars:	\$327,317.40						
	ars added or subtracted:	\$45,000.00						
	nase Order Total Dollars:	\$372,317.40						
	s Contract Total Dollars: ars added or subtracted:							
1757.00	w Contract Total Dollars:							
Modifying Cost Centers, C	Object Code / Account	s and Project Nu	imbers:	1				
Cost Center: Object Code:	Project Number:	+ / - Change	Dollar Amount					
211201 54601		\$45,000.00	\$372,317.40					
Check if applicable: The Contract Ad								
Performance and Payment Bonds or to o	obtain additional bonds or	n the basis of a \$25	,000.00 or greater	value Change Order.				
Check if applicable and provide writt	ten confirmation from the	bonding company	/ agent (attorney-in	n-fact) that the amount of the				
	Check if applicable and provide written confirmation from the honding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been ad							
Request Prepared By:	emainflamber@myexcambia.com, crUS authors;							
Contract Administrator's Certification	& Approval:			Date:				
Department Director:	Date:							

F0020 (Revised 1/31/2008)

01

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

PURCHASE ORDER NO. 160708

N	PLEASE EMAIL INVOICES TO:	
ŏ	CLERK OF THE COURT & COMPTROLLER HON, PAM CHILDERS	
CE	221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843	_
S H ! P	TRANSPORTATION & TRAFFIC 3363 WEST PARK PLACE PENSACOLA, FL 32505	ENGINEERN

O ATTN: CONNIE OLIVER

V 406608 FAX: 850-434-2816
E INGRAM SIGNALIZATION INC
N 4522 NORTH DAVIS HIGHWAY
D PENSACOLA FL 32503
R

ORDER DATE: 11/09/15 BUYER: PAUL NOBLES

TERMS: NET 30 DAYS

F.O.B.:

OESC.: PD 12-13.049

UNIT PRICE EXTENSION

MAINTENANCE OF TRAFFIC SUGNAL DEVICES THROUGHOUT

ESCAMBIA COUNTY PERIOD 10/1/15 TO 9/30/15.

BCC APPROVED 9/24/15

1.00 LOT OPEN END PURCHASE ORDER TO PROVIDE FOR 220000.0000 220,000.00 RESPONSE MAINTENANCE OF TRAFFIC SIGNAL DEVICES THROUGHOUT ESCAMBIA COUNTY.

PERIOD 10/1/15 TO 9/30/16. PD12-13.049, BCC APPROVED 9/24/15.

APPROVED BY

14X ID 65-80138650110-3 FEO ID 59-6000 595

Original Purchase Order

COUNTY ADMINISTRATOR'S REPORT - Conlinued

- II. BUDGET/FINANCE CONSENT AGENDA ~ Continued
- 14. Continued...
 - A. Continued...
 - (6) The Agreements between Escambia County CRA and Stella M. Reynolds, owner of residential property located at 2411 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,450 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, to Install a new roof; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Approved 5-0

15. Recommendation: That the Board approve the Issuance of blanket and/or individual Purchase Orders, in excess of \$50,000, for the Fiscal Year 2015-2016, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department; the Issuance of these Purchase Orders during the first week of October 2015 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambla County.

Approved 5-0

2nd Replacement Backup CAR II - 15

BCC: 09/24/2015

B.C.C. Meeting 09/24/2015 PUBLIC WORKS Department

PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2015-2016

Public Works Department (includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)

Contractor	<u>Amount</u>	Contract #	Vendor#
1 Alabama Gulf Coast Rallway Sign Maintenance for Rallroad Crossings Fund 175, Account 211201	\$70,000	n/a	011274
2 CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$75,000	n/a	030050
3 lingrom Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$500,000	PD 12-13,049	406608
4 Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 14-15.041	023818
5 Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$350,000	PD 13-14.084	072898
6 Gulf Coast Yraffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Conter 210107	\$150,000	PD 13-14,085	072898
7 Award Purchase Orders in excess of \$5DK to the followin Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund" a. Material Vendors:	ig vendors for Bridg	a Renovations:	
American Concrete Supply Ferguson Enterprises, Inc. Martin Marietta Materiais USA fleady Mix dba Block USA Bell Steel Co., Inc. Southeastern Pipe and Precast, Inc.		 	011899 060880 131502 023799 022699 193791
Midway Lumber		-	

PAGE NO. 1 PURCHASE ORDER NO. 160708-1 **BOARD OF COUNTY COMMISSIONERS** CHANGE DATE: 05/10/16 **ESCAMBIA COUNTY FLORIDA** PLEASE EMAIL INVOICES TO: 213 PALAFOX PLACE SECOND FLOOR SUITE 11,101 escambia.invoices@escambiaclerk.com CLERK OF THE COURT & COMPTROLLER PO BOX 1691 PENSACOLA,FL 32591-1591 (850) 595-4980 HON, PAM CHILDERS 221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL 32502-5843 406608 FAX: 850-434-2816 TRANSPORTATION & TRAFFIC ENGIN INGRAM SIGNALIZATION INC 3363 WEST PARK PLACE NDOR 4522 NORTH DAVIS HIGHWAY PENSACOLA, FL 32505 PENSACOLA FL 32503 O ATTN: CONNIE OLIVER

					·-·	
ORDER	DATE: 11/	09/15	BUYER: PAUL NOBLES	REO. N	IO.: 16000787 REQ	. DATE: 11/05/15
TERMS	: NET 30	DAYS	F.O.B.:	DESC.:	CHANGE ORDER	- 1
ITEM#	QUANTITY	MOU	DESCRIPTION	• • •	UNIT PRICE	EXTENSION
		7	The Public Works Department Tr	raffic and T	ransportation	
}		I	Division pays invoices for var	rious traffi	c signal	
		¢	levices throughout Escambia Co	ounty throug	h a contract	
		v	vith Ingram Signalization, Inc	c., which wa	s approved by	
1		t	the Board on September 5, 2013	3.	<i></i>	
ł		S	Sometimes these traffic signal	l devices ar	e damaged and	
			are reimbursed through insurar			
			vear we have been reimbursed \$			
		-				
}		T	The invoices for these reimbur	rsements are	paid out of	
		Ţ	raffic and Transportation's r	regular budg	et and once	
		t	the reimbursements are collect	ed, a Chang	e Order is	
			needed to place the funds back			4
			llow for continued payments t			(
			signals for the remainder of t			`
			of locations and amounts is att	cached. BCC	Approval	
			05/05/2016	•		
01	.0	0 LOT	OPEN END PURCHASE ORDER TO PR		107317.4000	107,317.40
			RESPONSE MAINTENANCE OF TRAFF			
			DEVICES THROUGHOUT ESCAMBIA			
			PERIOD 10/1/15 TO 9/30/16. PI	012-13.049,		

TEMS	AC	COUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	107,317.40
01	211201	54601	107,317.40	·	TOTAL \$	107,317.40
ĺ						•
					al Bu	

APPROVED BY

FED ID 59 6000-598

Original Purchase Order

TAX ID 65-90138880110 9 FED 4D 59 6000-598 APPROVED BY

Lula de Lacerce

Original Purchase Order



CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 406608	Vendor Name: Ingram Signalization Inc.								
Project Number: n/a Department: Public Works/Engineering	P.O. Number: 160708 C.O. Number 1 P.D. Number: 12-13,049 Date: 05/10/16								
Notes for Modifying the Scope of Award:	<u> </u>								
The Public Works Department Traffic and Transport	tation Division pays invoices for various traffic signal								
	devices throughout Escambia County through a contract with Ingram Signalization, Inc., which was approved								
by the Board on September 5, 2013.									
Sometimes these traffic signal devices are damage year we have been reimbursed \$107,317.40.	d and are reimbursed through insurance. So far this fiscal								
	it of Traffic and Transportation's regular budget and once								
	is needed to place the funds back into their budget to allow								
	als for the remainder of the fiscal year. A list of locations								
and amounts is attached. BCC Approval 05/05/20	10								
To Modify Existing Purchase Order:	¬								
	Quantity								
Adding Dollars to Line Item No: 1 Deleting Dollars from Line Item No:	Adjustment: Amount: \$107,317,40 Adjustment: Amount:								
Modify Notes:									
Date of BCC action: (ATTACH RESUM									
Previous Purchase Order Total Dolla Net Dollars added or subtracte	34407440								
New Purchase Order Total Dolla									
Previous Contract Total Dollar									
Net Dollars added or subtracte New Contract Total Dolla									
Modifying Cost Centers, Object Code / According Cost Center: Object Code: Project Number									
211201 54601	\$107,317.40 \$327,317.40								
Check if applicable: The Contract Administrator has dire	ected the Contractor to increase the penal sum of the existing								
Performance and Payment Bonds or to obtain additional bo	nds on the basis of a \$25,000.00 or greater value Change Order.								
Check if applicable and provide written confirmation fro	om the bonding company / agent (attorney-in-fact) that the amount of								
the Performance and Payment Bonds have bee	and the business company / agent (attorney-in-ract) that the amount of								
Request Prepared By:	कार्यात्राक्षणम्यात्राक्षण्याः तत्त् Date:								
Contract Administrator's Certification & Approval; Date:									
Department Director:	BCC Annroval 05/05/2016 Date:								
	Uaug:								
F0020 (Revised 1/31/2008)									

From: To: Lisa A. Miller Robin F. Lambert

Subject: Date: FW: Change Order for Ingram attached Tuesday, July 19, 2016 11:05:19 AM

From: Joy D Blackmon

Sent: Tuesday, July 19, 2016 10:58 AM

To: Lisa A. Miller

Subject: Fwd: Change Order for Ingram attached

approved

Joy D. Blackmon, P.E.

Escambia County Public Works Director, County Engineer

850-554-3041 C 850-595-3492 O

----- Original message -----

From: "Robin F. Lambert" < RFLAMBER@co.escambia.fl.us>

Date: 07/15/2016 1:03 PM (GMT-06:00)

To: Joy D Blackmon < JDBLACKM@co.escambia.fl.us>

Subject: FW: Change Order for Ingram attached

Reminder

From: Colby S. Brown

Sent: Monday, July 11, 2016 12:29 PM

To: Joy D Blackmon

Cc: Robin F. Lambert; Lisa A. Miller; Johnny Pettigrew; Wendy C Eacret

Subject: FW: Change Order for Ingram attached

Joy

Please sign. This is for additional signal maintenance work as we have exhausted our initial PO. The funds come from additional dollars from the FDOT contract. We have about \$35K worth of invoices to be paid.

H:\ENG\FileSvstem\Finance\CAO\Change Order 160708-2 Ingram Signals.pdf

Colby

From: Robin F. Lambert

Sent: Friday, July 08, 2016 2:01 PM

To: Colby S. Brown Cc: Robin F. Lambert

Subject: Change Order for Ingram attached

Please forward to JB once you have reviewed and signed.

H:\ENG\FileSystem\Finance\CAO\Change Order 160708-2 Ingram Signals.pdf

Please give me a call if you have any questions.

Thanks Robin

Robin Lambert
Accounting Manager
Escambia County Public Works Department
Engineering/Infrastructure Division
3363 West Park Place
Pensacola, FL 32505
Phone 850-595-3412
Fax 850-595-3444
rflamber@mvescambia.com

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

V 406608 FAX: 850-434 7816 E INGRAM SIGNALIZATION INC N 4522 NORTH DAVIS HIGHWAY D PENSACOLA FL 32503 R

PURCHASE ORDER NO. 160708-1 CHANGE DATE: 05/10/16

PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiaclerk.com
O CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
C 221 PALAFOX PLACE, SUITE 140
PENSACOLA, Fl: 32502-5843

TRANS PORPATION & TRAFFIC ENGIN
3363 WEST PARK PLACE
P PENSACOLA, FL 32505

T O ATTN: CONNIE OLIVER

REQ. NO.: 16000787 REQ. DATE: 11/05/15 ORDER DATE: 11/09/15 BUYER: PAUL NOBLES TERMS: NET 30 DAYS F.O.B.: DESC .: CHANGE ORDER ITEM# QUANTITY DESCRIPTION UNIT PRICE EXTENSION The Public Works Department Traffic and Transportation Division pays invoices for various traffic signal devices throughout Escambia County through a contract with Ingram Signalization, Inc., which was approved by the Board on September 5, 2013. Sometimes these traffic signal devices are damaged and are reimbursed through insurance. So far this fiscal year we have been reimbursed \$107,317.40. The invoices for these reimbursements are paid out of Traffic and Transportation®s regular budget and once the reimbursements are collected, a Change Order is needed to place the funds back into their budget to allow for continued payments to maintain the traffic signals for the remainder of the fiscal year. A list of locations and amounts is attached. BCC Approval 05/05/2016 01 .00 LOT OPEN END PURCHASE ORDER TO PROVIDE FOR 107317.4000 107,317.40 RESPONSE MAINTENANCE OF TRAFFIC SIGNAL DEVICES THROUGHOUT ESCAMBIA COUNTY. PERIOD 10/1/15 TO 9/30/16. PD12-13.049,

ITEM#	ACCOUNT	г	AMOUNT	PROJECT CODE	PAGE TOTAL	\$ 107,317.40
01	211201	54601	107,317.40		TOTAL	\$ 107,317.40
		ï		Cop	y	

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

V 406608 E INGRAM SIGNALIZATI N 4522 NORTH DAVIS F D PENSACOLA FL 3250	HIGHWAY ,
--	-----------

PURCHASE ORDER NO. 160708-1 CHANGE DATE: 05/10/16

PLEASE EMAIL INVOICES TO:
V escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
C 221 PALAFOX PLACE, SUITE 140
PENSACOLA, Fix 32502-5843

TRANSPORTATION & TRAFFIC ENGIN
3363 WEST PARK PLACE
PENSACOLA, FL 32505

TO
ATTN: CONNIE OLIVER

ORDER	DATE: 1	1/0	9/15	BUYE	R: PAUL NOBLES	REQ. N	IO.: 1600078	7 RE	EQ. DATE: 11/05/15
TERMS:	NET	30	DAYS		F.O.B.:	DESC.:	CHANGE OF	DER	2 - 1
ITEM#	QUANTI	TY	UOM		DESCRIPTION	**	UNIT PRIC	E	EXTENSION
				BCC	APPROVED 9/24/15.				

ACCOUNT AMOUNT PROJECT CODE PAGE TOTAL \$
TOTAL \$ 107,317.40

CHANGE ORDER REQUEST PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	406608		Vendor Name: []	ngram Signalization	Inc.		
Project Number:	n/a		P.O. Number: 1	160708	C.O. Number 1		
Department:	Public Works/Engineeri	ing	P.D. Number: 1	12-13.049	Date: 05/10/16		
Notes for Modif	ying the Scope of Av	ward:					
The Public Works Department Traffic and Transportation Division pays invoices for various traffic signal							
					c., which was approved		
_	n September 5, 201			,			
by the board o	ii september s, zez						
	se traffic signal dev been reimbursed \$10		and are reimburs	sed through insur	rance. So far this fiscal		
year we have t	Accit (Cittibulated 41)	07,017.101					
the reimbursen for continued p	nents are collected,	a Change Order is in the traffic signals	needed to place	the funds back i	Jular budget and once nto their budget to allow ear. A list of locations		
To Modify Fyist	ing Purchase Order:						
10 Modify Exist	ing Furchase Order.		Quantity				
	ollars to Line Item No:	1	Adjustment:		Amount: \$107,317.40		
Deleting Dolla	ers from Line Item No:		Adjustment: L		Amount:		
Modify Notes:	l						
Modify Notes:	D-1	/					
	Date of BCC action:	(ATTACH RESUMÉ)					
		e Order Total Dollars:	\$220,000.00				
		added or subtracted:	\$107,317.40				
	New Purchas	e Order Total Dollars:	\$327,317.40				
		Contract Total Dollars:					
		added or subtracted: Contract Total Dollars:					
	IACAA (Contract Total Dollars.					
	ying Cost Centers, O		nts and Project N	lumbers:]		
Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount]		
211201	54601		\$107,317.40	\$327,317.40	4		
	icable: The Contract Ad				al sum of the existing ter value Change Order.		
	-				y		
Check if anni	icable and provide writ	ten confirmation from	the bonding comp	any / agent (attorns	ey-in-fact) that the amount of		
	and Payment Bonds ha				,y in fact, that the amount of		
		There	out ngineering emaler flatter properties	bacom c=U5			
Request Prepare	Request Prepared By: Date:						
Contract Admini	strator's Certification	& Approval:			Date:		
Donardmant Sin-	.aha.u	RC	CC Approval	05/05/2016			
Department Dire	:CCOT:	130	A A A A A A A A A A A A A A A A A A A	WHEN IEU IO	Date:		
F0020 (Revised 1	/31/2008)						

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 34. Recommendation: That the Board approve, and authorize the County Administrator to execute, the following Change Order to Ingram Signalization, Inc., for Contract PD 12-13.049, Signal Response Maintenance and Construction, for maintenance of traffic signal devices throughout Escambia County (Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 54601):

Department:	Public Works
Division:	Transportation and Traffic Operations
Type:	Addition
Amount:	\$107,317.40
Vendor:	Ingram Signalization, Inc.
Project Name:	"Signal Response Maintenance and Construction" – Maintenance of Traffic Signal Devices throughout Escambia County
Contract:	PD 12-13.049
Purchase Order No.:	160708
Change Order (CO) No.:	1
Original Award Amount:	\$220,000
Cumulative Amount of Change Orders through this CO:	\$107,317.40
New Contract Total:	\$327,317.40

Approved 3-0, with Commissioner Underhill absent and Commissioner May having left the meeting

Traffic Reimbursements

Date	Location	Cost	
8/27/2015	Repair of Traffic Signal Cabinet at Pace and Jordan	\$	107.50
8/12/2015	Repair of a Street Light at Lillian Hwy	\$	2,432.00
7/21/2015	Repair of a Pedestrian Signal at Michigan/Clifton	\$	1,065.28
9/20/2015	Repair of a Traffic Signal Cabinet at Mobile/Edison	\$	815.00
11/23/2015	Repair of a Pedestrian Signal at Hwy 29 and 9 Mile Road	\$	1,108.50
10/30/2015	Repair of a Radar Speed Limit Sign on Saufley Pines Road	\$	2,502.50
1/5/2016	Repair of a Traffic Signall Controller at Public sxafety	\$	867.50
11/24/2015	Repair of a Pedestrian Signal at Palafox/Burgess	\$	168.50
12/28/2015	Repair of a Traffic Signal at Blue Angel/Dog Track Road	\$	2,132.50
12/28/2015	Repair of a Traffic Signal at W Street/Marcus Pointe	\$	1,104.00
1/8/2016	Repair of a Pedestrian Signal at Pine Forest/Wilde Lake	\$	176.00
1/5/2016	Repair of Traffic signal at Fairfield/Patricia/72nd	\$	882.50
9/2/2015	Repair of a concrete pole at Pace/Palafox/Massachusetts	\$	18,137.50
2/1/2016	Repair of an advanced warning beacon at Hwy 29/Palafox/M	\$	974.00
	Repair of a traffic signal cabinet, pedestrian signal and		
	wiring at 9 Mile and Jernigan damaged by storm on		
2/15/2016	February 15, 2016	\$	28,938.09
2/16/2016	Repair of a traffic signal cabinet at Davis-I-10	\$	45,906.03
	Total	\$	107,317.40

406608

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101 PO BOX 1591 PENSACOLA,FL 32591-1591 (850) 595-4980

ORDER DATE: 11/09/15 BUYER: PAUL NOBLES

PURCHASE	ORDER	NO.	160708
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N	PLEASE EMAIL INVOICES TO: escambia.invoices@escambiaclerk.com	
0	CLERK OF THE COURT & COMPTROLLER HON, PAM CHILDERS	
CE	221 PALAFOX PLACE, SUITE 140 PENSACOLA, FL. 32502-5843	
S H P	TRANSPORTATION & TRAFFIC 3363 WEST PARK PLACE PENSACOLA, FL 32505	ENGINEERN
T L	TN: CONNIE OLIVER	

220000.0000

REQ. NO.: 16000787 REQ. DATE: 10/01/15

E INGRAM SIGNALIZATION INC
N 4522 NORTH DAVIS HIGHWAY
D PENSACOLA FL 32503
R

TERMS: NET 30 DAYS | F.O.B.: | DESC.: PD 12-13.049

ITEM= QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENSION

MAINTENANCE OF TRAFFIC SUGNAL DEVICES THROUGHOUT

ESCAMBIA COUNTY PERIOD 10/1/15 TO 9/30/15.

BCC APPROVED 9/24/15

FAX: 850-434-2816

01 1.00 LOT OPEN END PURCHASE ORDER TO PROVIDE FOR RESPONSE MAINTENANCE OF TRAFFIC SIGNAL DEVICES THROUGHOUT ESCAMBIA COUNTY.
PERIOD 10/1/15 TO 9/30/16. PD12-13.049, BCC APPROVED 9/24/15.

220,000.00

ACCOUNT AMOUNT PROJECT CODE PAGE TOTAL \$ 220,000.00

11EM# ACCOUNT AMOUNT PROJECT CODE TOTAL \$ 220,000.00

APPROVED BY

Original Purchase Order

TAX (D-85-80138880110-3 FED (D-59-6000-598

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. BUDGET/FINANCE CONSENT AGENDA Continued
- 14. Continued...
 - A. Continued...
 - (6) The Agreements between Escambia County CRA and Stella M. Reynolds, owner of residential property located at 2411 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,450 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, to Install a new roof; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Approved 5-0

15. Recommendation: That the Board approve the Issuance of blanket and/or individual Purchase Orders, in excess of \$50,000, for the Fiscal Year 2015-2016, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department; the Issuance of these Purchase Orders during the first week of October 2015 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

Approved 5-0

2nd Replacement Backup

CAR II - 15

BCC: 09/24/2015

B.C.C. Meeting 09/24/2015 PUBLIC WORKS Department

PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2015-2016

Public Works Department (includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)

Contractor	<u>Amount</u>	Contract #	Vendor#
1 Alabama Gulf Coast Rallway Sign Maintenance for Rallroad Crossings Fund 175, Account 211201	\$70,000	n/a	011274
2 CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$75,000	n/a	030050
3 Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$500,000	PD 12-13.049	406608
4 Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 14-15.041	023818
5 Gulf Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$350,000	PD 13-14.084	072898
6 Gulf Coast Yraffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$150,000	PD 13-14.085	072898
7 Award Purchase Orders in excess of \$50K to the following Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107 Fund 112 "Disaster Recovery Fund"	vendors for Bridg	Renovations:	
a. Material Vendors: American Concrete Supply Ferguson Enterprises, Inc. Martin Marietta Materials USA Ready Mix dba Block USA Bell Steel Co., Inc. Southeastern Pipe and Precast, Inc. Midway Lumber	<u></u>	 	011899 060880 131502 023799 022699 193791

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 14. Continued...
 - A. Continued...
 - (6) The Agreements between Escambia County CRA and Stella M. Reynolds, owner of residential property located at 2411 North "E" Street, Pensacola, Florida, in the Englewood Redevelopment District, each in the amount of \$1,450 representing an in-kind match through the Englewood Tax Increment Financing (TIF), Fund 151, Cost Center 370117, Object Code 58301, to install a new roof; and
 - B. Authorizing the Chairman to sign the Funding and Lien Agreements and any related documents necessary to implement the Grant awards.

Approved 5-0

15. Recommendation: That the Board approve the Issuance of blanket and/or individual Purchase Orders, In excess of \$50,000, for the Fiscal Year 2015-2016, based upon previously awarded Contracts, Contractual Agreements, or annual requirements, as provided, for the Public Works Department; the Issuance of these Purchase Orders during the first week of October 2015 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

Approved 5-0

2nd Replacement Backup

CAR II - 15

BCC: 09/24/2015

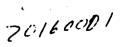
B.C.C. Meeting 09/24/2015 PUBLIC WORKS Department

PURCHASE ORDERS \$50,000 AND OVER - FISCAL YEAR 2015-2016

Public Works Department (includes Engineering, Traffic & Transportation, Fleet Maintenance, Road Operations and ECAT)

Contractor	<u>Amount</u>	Contract#	<u>Vendor#</u>
1 Alabama Gulf Coast Rallway Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$70,000	n/a	011274
2 CSX Transportation Sign Maintenance for Railroad Crossings Fund 175, Account 211201	\$75,000	n/a	030050
3 Ingram Signalization Signal Maintenance Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$500,000	PD 12-13.049	406608
4 Blue Arbor Temporary Contract Services Fund 352, Cost Center 210107/350229 Fund 116, Cost Center 211902 Fund 175, Cost Center 211201 Fund 112 "Disaster Recovery Fund"	\$500,000	PD 14-15.041	023818
5 Guif Coast Traffic Engineers Pavement Markings Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$350,000	PD 13-14.084	072898
6 Gulf Coast Yraffic Engineers Signs Fund 175, Cost Center 211201/211602/211101 Funds 182-199, Cost Centers 210719-210736 Fund 352, Cost Center 210107	\$150,000	PD 13-14.085	072898
7 Award Purchase Orders in excess of \$50K to the following version	endors for Bridg	e Renovations:	
a. Material Vendors: American Concrete Supply Ferguson Enterprises, Inc. Martin Marietta Materials USA Ready Mix dba Block USA Bell Steel Co., Inc. Southeastern Pipe and Precast, Inc. Midway Lumber	-	- - -	011899 060880 131502 023799 022699 193791

Page 1 of 5



Page 1 of 3



How tomorrow moves

CSX Federal ID No. CSX Canadian ID No.

: 64-6000720 : 1022382868

FL 32505

271 21 225

ESCAMBIA COUNTY OF PLANNING AND ENGINEERING ATTN: ROBIN LAMBERT 3363 WEST PARK PLACE

PENSACOLA

INVOICE

Bill No. Bill Date

09/17/2015 11/01/2015

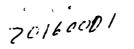
8302046

Due Date 11/01/

Payment may be made in one of the following ways: Mail your check, along with the bottom portion of your bill to the address indicated on the bill.

To authorize payment by credit card or to have future payments automatically withdrawn from your checking account via (EFT) call 904-279-3829.

If you have any questions concerning this invoice or if you need to correct your name or address, please call \$04-279-3879 or email Omar_Payne@csx.com





How tomorrow moves

CSX Federal ID No. CSX Canadian ID No.

: 64-6000720 : 1022382868

271 21 223

ESCAMBIA COUNTY OF PLANNING AND ENGINEERING ATTN: ROBIN LAMBERT 3363 WEST PARK PLACE PENSACOLA FL 32505

INVOICE

Bill No.

8302046

Bill Date

09/17/2015

Due Date 11/01/2015

Payment may be made in one of the following ways: Mail your check, along with the bottom portion of your bill to the address indicated on the bill.

To authorize payment by credit card or to have future payments automatically withdrawn from your checking account via (EFT) call 904-279-3829.

If you have any questions concerning this invoice or if you need to correct your name or address, please call \$04-279-3879 or email Omar_Payne@csx.com

escription of			Paradation	Rillian Pariod	Renta
Contract No	Contract Date	Location	Description	Billing Period	170114
PO# 130498	11/09/2000 R A CROSSING - SIG ERENCE, BRICKYAR		CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00x 625.13	11/01/2014 - 10/31/2015	\$1,701 00
PO# 130498	11/09/2000 R A CROSSING - SIG ERENCE: DAFFIN RE		CROSSING - SIGNAL MAINTENANCE - CLASS IV LASS IV LOCATED AT 00K 627 41	11/01/2014 - 10/31/2015	\$2,136 00
PO# 130498	05/09/1994 R A CROSSING - SIC ERENCE: FAIRGROU		CROSSING - SIGNAL MAINTENANCE - CLASS IV LASS IV LOCATED AT 00K 627 56	11/01/2014 - 10/31/2015	\$2,136 00
PO# 130498	10/13/1997 R A CROSSING - SIC ERENCE SOUTH CH		CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00K 832.21	11/01/2014 - 10/31/2015	\$1,701 00
PO# 130488	01/16/1992 R A CROSSING - SIG ERENCE: QUINTETT		CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00K 832.80	11/01/2014 - 10/31/2015	\$1,701 0
PO# 130498	12/21/1979 R A CROSSING - SIC ERENCE: MCKENZIE		CROSSING - SIGNAL MAINTENANCE -CLASS III LASS III LOCATED AT 00K 633 24	11/01/2014 - 10/31/2015	\$1,701 0
PO# 130498	05/02/1978 R A CROSSING - SIG ERENCE. WILLIAMS		CROSSING - SIGNAL MAINTENANCE -CLASS III LASS III LOCATED AT 00K 634 02	11/01/2014 - 10/31/2015	\$1,701.0
PO# 130498	07/29/1981 IR A CROSSING - SIG ERENCE COTTAGE		CROSSING - SIGNAL MAINTENANCE -CLASS III LASS III LOCATED AT 00K 834, 15	11/01/2014 - 10/31/2015	\$1,701 00
PO# 130498	05/09/1994 R A CROSSING - SIC ERENCE: EDEN ROA		CROSSING - SIGNAL MAINTENANCE -CLASS III LASS III LOCATED AT 00K 634 67	11/01/2014 - 10/31/2015	\$1,701 0
PO# 130498	01/15/1998 IR A CROSSING - SK ERENCE: BECKS LA		CROSSING - SIGNAL MAINTENANCE - CLASS IV CLASS IV LOCATED AT 00K 635 50	11/01/2014 - 10/31/2015	\$2,136.0
PO# 130498	07/19/1990 IR A CROSSING - SI ERENCE MYSTIC S		CROSSING - SIGNAL MAINTENANCE -CLASS III LASS III LOCATED AT COK 617.74	11/01/2014 - 10/31/2015	\$1,701.0
	04/18/1997 IR A CROSSING - SIG ERENCE: COUNTRI		CROSSING - SIGNAL MAINTENANCE -CLASS III LASS III LOCATED AT 00K 636 48	11/01/2014 - 10/31/2015	\$1,701 0
PO# 130498	07/25/1979 R.A. CROSSING - SI ERENCE: ARCHER F		CROSSING - SIGNAL MAINTENANCE -CLASS III LASS III LOCATED AT 00K 637 29	11/01/2014 - 10/31/2015	\$1,701 (
PO# 130498		GONZALEZ FL BNAL MAINTENANCE -CI AND RD/CR 297/MONSA	CROSSING - SIGNAL MAINTENANCE -CLASS III LASS III LOCATED AT 00K 638 19 NO R	11/01/2014 - 10/31/2015	\$1,701 0
DOT339683.J ANNUAL FEE FO	08/30/1999 IR A CROSSING - SI	CANTONMENT FL SNAL MAINTENANCE -CI	CROSSING - SIGNAL MAINTENANCE - CLASS III LASS III LOCATED AT 00K 838 50	11/01/2014 - 10/31/2015	\$1,701 0

Contract No C	entract Date	Location	Description	Billing	Period	Rontal
CUSTOMER REFERE	NCE: PAULINE DR	IVE				
DOT339687L 0' ANNUAL FEE FOR A PO# 130488 CUSTOMER REFERS			CROSSING - SIGNAL MAINTENAI -CLASS III LOCATED AT 00K 838.45	NCE -CLASS III 11/01/20	014 - 10/31/2015	\$1,701.00
DOT339691B 10	0/13/1997 CROSSING - SIGN	CANTONMENT F IAL MAINTENANCE	CROSSING - SIGNAL MAINTENAL - CLASS IV LOCATED AT COK 638.94	NCE - CLASS IV 11/01/20	014 - 10/31/2015	\$2,136.00
DOT339692H 0	9/14/1978 CROSSING - SIGI	CANTONMENT F VAL MAINTENANCE	CROSSING - SIGNAL MAINTENA - CLASS IV LOCATED AT 00K 639.50	NCE - CLASS IV 11/01/26	014 - 10/31/2015	\$2,136.00
DOT339694W 1	0/09/1978 CROSSING - SIG	ENSLEY FL VAL MAINTENANCE	CROSSING - SIGNAL MAINTENA -CLASS III LOCATED AT 00K 640.60	NCE -CLASS III 11/01/20	014 - 10/31/2015	\$1,701 00
			CROSSING - SIGNAL MAINTENA -CLASS III LOCATED AT 00K 842.55	NCE -CLASS III 11/01/20	014 - 10/31/2015	\$1,701.00
DOT339698Y 0	9/25/1978 CROSSING - SIGI	ENSLEY FL NAL MAINTENANCE	CROSSING - SIGNAL MAINTENA -CLASS III LOCATED AT COK 642.75	NCE -CLASS III 11/01/20	014 - 10/31/2015	\$1,701.00
DOT339702L 0	5/09/1994 CROSSING - SIGI	PENSACOLA FL NAL MAINTENANCE	CROSSING - SIGNAL MAINTENA -CLASS III LOCATED AT 00K 844 89	NCE -CLASS III 11/01/20	014 - 10/31/2015	\$1,701.00
DOT339703T 0	2/09/1968 CROSSING - SIGI	PENSACOLA FL VAL MAINTENANCE	CROSSING - SIGNAL MAINTENAI -CLASS III LOCATED AT 00K 845.45	NCE -CLASS III 11/01/20	014 - 10/31/2015	\$1,701 00
DOT339704A 0	8/27/1997 CROSSING - SIGI	PENSACOLA FL VAL MAINTENANCE	CROSSING - SIGNAL MAINTENAI -CLASS III LOCATED AT 60K 845.90	NCE -CLASS III 11/01/20	014 - 10/31/2015	\$1,701.00
			CROSSING - SIGNAL MAINTENA -CLASS (II LOCATED FROM 00K 846.30 TO 00K		014 - 10/31/2015	\$1,701.00
		PENSACOLA FL VAL MAINTENANCE	CROSSING - SIGNAL MAINTENA - CLASS IV LOCATED AT 00K 848.82	NCE - CLASS IV 11/01/20	014 - 10/31/2015	\$2,136 00
			FL CROSSING - SIGNAL MAINTENA -CLASS III LOCATED AT 00K 638 85	NCE -CLASS III 11/01/20	014 - 10/31/2015	\$1,701.00
			FL CROSSING - SIGNAL MAINTENA -CLASS III LOCATED AT 00K 624.80	NCE -CLASS III 11/01/20	014 - 10/31/2015	\$1,701.00
			FL CROSSING - SIGNAL MAINTENA -CLASS III LOCATED AT 00K 624 72	NCE -CLASS III 11/01/2	014 - 10/31/2015	\$1,701 00
			CROSSING - SIGNAL MAINTENA CLASS III LOCATED AT 00K 823 87	NCE -CLASS III 11/01/2	014 - 10/31/2015	\$1,701.00
			FL CROSSING - SIGNAL MAINTENA -CLASS III LOCATED AT 00K 822.94	NCE -CLASS III 11/01/2	014 - 10/31/2015	\$1,701 00
			FL CROSSING - SIGNAL MAINTENA -CLASS III LOCATED AT 00K 818 91	NCE -CLASS III 11/01/2	014 - 10/31/2015	\$1,701.00
			FL CROSSING - SIGNAL MAINTENA -CLASS III LOCATED AT 00K 838 25	NCE -CLASS III 11/01/2	014 - 10/31/2015	\$1,701 60
	1/09/2000 CROSSING - SIG	CENTURY FL VAL MAINTENANCE	CROSSING - SIGNAL MAINTENA -CLASS III LOCATED AT OOK 610 C8	NCE -CLASS III 11/01/2	014 - 10/31/2015	\$1,701.00

ſ		O - AA Data	Location	Description	Billing Period	Rental
l	Contract No	Contract Date				
		ERENCE: SALTERS L 07/16/1990 R A CROSSING - SIG		CROSSING - SIGNAL MAINTENANCE -CLASS III ASS III LOCATED AT 00K 612.08	11/01/2014 - 19/31/2015	\$1,701.00
		ERENCE: BLUFF SPI			Invoice Total	\$62,145.00

9~

Detach Here and Return with Payment

Remit To: CSX Transportation P. O. Box 116628 Atlanta, GA 30368-6628 Due Date Amount Due Bill Number 11/01/2015 \$62,145.00 8302046

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

<u>COUNTY ADMINISTRATOR'S REPORT</u> – Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-30. Approval of Various Consent Agenda Items Continued
 - 3. Taking the following action concerning the reduction of the minimum sales price required for real properties, due to the Property Appraiser's 2013 Certified Roll Assessed Values:
 - A. Authorizing the sale of the following real properties to the bidder with the highest offer received at or above the reassessed minimum bid, in accordance with Section 46.134 of the Escambia County Code of Ordinances, without further action of the Board;
 - (1) Property located at 2 Utah Court, Account Number 05-5883-000, Reference Number 15-2S-30-6200-580-010, (which) is now assessed at \$4,500; and
 - (2) Property located at 110 North Merritt Street, Account Number 08-1454-000, Reference Number 50-2S-30-5091-011-008, (which) is now assessed at \$5,700; and
 - B. Authorizing the Chairman to sign all documents related to the sale.
 - 4. Awarding an Indefinite Quantity, Indefinite Delivery Term Contract, PD 12-13.048, "Maintenance on Street and Navigation Lights," to Ingram Signalization, Inc., effective October 1, 2013, ending September 30, 2016, and approving annual expenditures up to \$150,000 (Funding: Fund 167, Bob Sikes Toll Facility, Cost Center 140302, Object Code 54601 \$50,000) (Funding: Fund 175, Transportation Trust Fund, Cost Center 211201, Object Code 54601 \$100,000).

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-46. Approval of Various Consent Agenda Items Continued
 - 34. Approving, and authorizing the County Administrator to execute, the following Change Order to Ingram Signalization, Inc., for Contract PD 12-13.049, Signal Response Maintenance and Construction, for maintenance of traffic signal devices throughout Escambia County (Funding Source: Fund 175, "Transportation Trust Fund," Cost Center 211201, Object Code 54601):

Department:	Public Works
Division:	Transportation and Traffic Operations
Type:	Addition
Amount:	\$107,317.40
Vendor:	Ingram Signalization, Inc.
Project Name:	"Signal Response Maintenance and Construction" – Maintenance of Traffic Signal Devices throughout Escambia County
Contract:	PD 12-13.049
Purchase Order No.:	160708
Change Order (CO) No.:	1
Original Award Amount:	\$220,000
Cumulative Amount of Change Orders through this CO:	\$107,317.40
New Contract Total:	\$327,317.40



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10726 County Administrator's Report 11. 23.

BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Contract Award for Jones Swamp Floodplain Restoration & Expansion

Project

From: Claudia Simmons, Purchasing Manager

Organization: Asst County Administrator - Lovoy

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Jones Swamp Floodplain Restoration & Expansion Project - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County and Mott MacDonald Florida, LLC, per the terms and conditions of PD 15-16.040, Jones Swamp Floodplain Restoration & Expansion Project, and negotiated scope of work, for Phase I Basic Services \$64,020 and Optional Services of \$10,160 and Phase II Basic Services \$103,922 and Optional Services of \$3,082, providing a Project Total of \$181,184.

[Funding: Fund 118, Gulf Restoration Fund, NFWF #45901 Bayou Chico Grant, Cost Center 222002, Object Code 56301, Project Number NFWF10EC]

BACKGROUND:

Project is the restoration of 10+ acres of historic wetlands within the Jones Creek floodplain. The area was cleared and filled by the U.S.. Navy in the 1950's to provide a clearway beyond the southern end of the airfield runway as a safety feature. Corry Station no longer uses the runway system to launch or recover aircraft. The clearway has not been maintained. Property south of Highway 98 was later donated to Pensacola State College (fka Pensacola Junior College) in the 1970's for the development of a college campus. An agreement currently exists between Pensacola State College and Escambia County to develop a plan to restore this portion of the historic Jones Creek floodplain.

Project will restore wetlands and wildlife habitat by excavating fill material associated with the former clearway. Project will include initial geotechnical survey of fill material. Findings shall be evaluated for material suitability for clean fill material. Project will also evaluate fill material prior to removal for potential contamination.

Requests for Letters of Interest, PD 15-16.040, Jones Swamp Floodplain Restoration & Expansion Project, were publicly noticed on Monday, March 28, 2016, to 106 known firms. Responses were received from eight firms on Thursday, April 14, 2016. The Selection/Negotiation Committee ranked in the following order:

- 1. Mott MacDonald Florida, LLC
- 2. HDR Engineering
- 3. Volkert, Inc.
- 4. Ecology and Environment, Inc.
- 5. Dewberry Engineers, Inc.

The final negotiation meeting held on July 18, 2016, yielded a final negotiated amount of Phase I Basic Services \$64,020 and Optional Services of \$10,160 and Phase II Basic Services \$103,922 and Optional Services of \$3,082, provided a Project Total of \$181,184.

BUDGETARY IMPACT:

Funding: Fund 118, Gulf Restoration Fund, NFWF #45901 Bayou Chico Grant, Cost Center 222002, Object Code 56301, Project Number NFWF10EC

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form G, Consulting Services for Stand-Alone Services.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

Project is the restoration of 10+ acres of historic wetlands within the Jones Creek floodplain. The area was cleared and filled by the U.S.. Navy in the 1950's to provide a clearway beyond the southern end of the airfield runway as a safety feature. Corry Station no longer uses the runway system to launch or recover aircraft. The clearway has not been maintained. Property south of Highway 98 was later donated to Pensacola State College (fka Pensacola Junior College) in the 1970's for the development of a college campus. An agreement currently exists between Pensacola State College and Escambia County to develop a plan to restore this portion of the historic Jones Creek floodplain.

Project will restore wetlands and wildlife habitat by excavating fill material associated with the former clearway. Project will include initial geotechnical survey of fill material. Findings shall be evaluated for material suitability for clean fill material. Project will also

evaluate fill material prior to removal for potential contamination.

Requests for Letters of Interest, PD 15-16.040, Jones Swamp Floodplain Restoration & Expansion Project, were publicly noticed on Monday, March 28, 2016 to one hundred six known firms. Responses were received from eight firms on Thursday, April 14, 2016. The Selection/Negotiation Committee ranked in the following order:

- 1. Mott MacDonald Florida, LLC
- 2. HDR Engineering
- 3. Volkert, Inc.
- 4. Ecology and Environment, Inc.
- 5. Dewberry Engineers, Inc.

The final negotiation meeting held on July 18, 2016, yielded a final negotiated amount of Phase I Basic Services \$64,020 and Optional Services of \$10,160 and Phase II Basic Services \$103,922 and Optional Services of \$3,082, provided a Project Total of \$181,184.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract, Form G, Consulting Services for Stand-Alone Services and Purchase Order.

Attachments

Agreement with Exhibits

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

Mott MacDonald Florida, LLC

PD 15-16.040, Jones Swamp Floodplain Restoration & Expansion Project

FORM G: CONSULTING SERVICES FOR STAND-ALONE PROJECTS

(Revised June 2016)

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AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of August, 2016, by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "the County"), whose address is 221 Palafox Place, Pensacola, Florida 32502, and Mott MacDonald Florida, LLC, a for-profit corporation authorized to transact business in the State of Florida, whose address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as the "Consultant").

ARTICLE I DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 <u>BOARD OF COUNTY COMMISSIONERS:</u> The Board of County Commissioners of Escambia County, Florida, means the governing body of the Escambia County Government.
- 1.2 <u>CONSULTANT:</u> Mott MacDonald Florida, LLC is the Consultant selected to perform professional services pursuant to this Agreement.
- 1.3 <u>CONTRACT ADMINISTRATOR:</u> Whenever the term "Contract Administrator" is used herein, it is intended to mean Terri Berry, Engineering Project Coordinator, Public Works/Engineering. In the administration of this contract, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.4 <u>CONTRACT SERVICES:</u> The intent of this Contract is to make available certain professional consultant services to Escambia County as outlined herein.
- 1.5 <u>COUNTY:</u> Escambia County is a body corporate and politic and a political subdivision of the State of Florida.
- 1.6 <u>LUMP SUM COMPENSATION</u>: Lump sum computation refers to the method of payment under this Agreement for the professional services of the Consultant.
- 1.7 <u>NOTICE TO PROCEED:</u> A Notice to Proceed is the written authorization issued by the County or the Contract Administrator to commence the Project.
- 1.8 <u>PROJECT:</u> It is the intent of this Agreement that the Consultant provide to the County certain professional services for PD 15-16.040, Jones Swamp Floodplain Restoration & Expansion Project.

ARTICLE 2 PREAMBLE

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

- 2.1 Under this Agreement, Escambia County will budget funds during Fiscal Year(s) 15-16 in the amount of Phase I Basic Fee Services of Sixty Four Thousand Twenty Dollars and Optional Services of Ten Thousand One Hundred Sixty Dollars and Phase II Basic Services of One Hundred Three Thousand Nine Hundred Twenty Two Dollars and Optional Services of Three Thousand Eighty Two Dollars for a Project Total of One Hundred Eight One Thousand One Hundred Eighty Four Dollars (\$181,184) for this Project.
- 2.2 The Board of County Commissioners has met the requirements of the Consultants' Competitive Negotiation Act, as contained in Section 287.055, Florida Statutes, as amended, and has selected the Consultant to perform the services hereunder.
- 2.3 Negotiations pertaining to the services to be performed by the Consultant were undertaken between Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiation.

ARTICLE 3 SCOPE OF WORK

The Consultant will provide certain professional consultant services for the tasks outlined in Escambia County's Request for Letters of Interest (RLI) in Specification No. PD 15-16.040, Jones Swamp Floodplain Restoration & Expansion Project, and as represented in the Consultant's Letter of Interest response to PD 15-16.040, subsequent interview, and proposal presentation. In the event of a conflict between the terms of the proposal and this Agreement, the terms of this Agreement shall prevail.

- 3.1 The basic services to be provided are set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specified, such services shall be completed in accordance with the standard care in the profession at the time such services are rendered.
- 3.2 Such services, generally, shall include those services performed by a consultant, its employees, and subcontractors, as more specifically enumerated in the Scope of Work of Exhibit "A" and any other services specifically included therein.
- 3.3 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The consultant shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, specifications, and other services furnish pursuant to the Agreement.

- (a) Neither the County's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (b) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies provided by law.
- (c) If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- 3.4 The Consultant shall accomplish the design services required under this Agreement so as to permit the award of a contract at a price that does not exceed the estimated construction contract price as set forth in paragraph (b) below. When bids or proposals for the construction contract are received that exceed the estimated price, the Consultant shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Agreement. However, the Consultant shall not be required to perform such additional services at no cost to the County if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.
 - (a) The Consultant will promptly advise the County if it finds that the project being designed will exceed or is likely to exceed the funding limitations, and it is unable to design a usable facility within these limitations. Upon receipt of such information, the County will review the Consultant's revised estimate of construction cost. The County may, if it determines that the estimated construction contract price set forth in this Agreement is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (b) below, or the County may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the County shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation. In the event the county increases the amount in (b) below the compensation to the consultant may be increased equitably.
 - (b) The estimated construction contract price for the project described in the Agreement is \$1,000,000.
- 3.5 The Consultant may be liable for County costs resulting from negligent, reckless or intentionally wrongful errors or omissions in designs furnished under this Agreement, or failure to timely perform its services under this Agreement. Therefore, when a modification to a construction contract is required because of a negligent, reckless or intentionally wrongful error or omission in the services provided under this Agreement, the County (with the advice of technical personnel and legal counsel) shall consider the extent to which the Consultant may be reasonably liable. The County shall enforce such liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the County's interest.

ARTICLE 4 TIME FOR PERFORMANCE

- 4.1 The schedule for completion of the Consultant's services shall be in accordance with Exhibit "B," which is attached hereto and made a part hereof. Such schedule may be modified from time to time upon the mutual consent of the County and the Consultant.
- 4.2 These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Consultant's schedule for the performance of its services shall include allowances for periods of time required for the County's review and for its approval of submissions by the Consultant. Time limits established by this schedule, which are hereby approved by the County, shall not be exceeded by the Consultant, except for reasonable cause.
- 4.3 Prior to beginning the performance of any basic services under this Agreement, the Consultant must receive in writing a Notice to Proceed from the Contract Administrator.

ARTICLE 5 COMPENSATION AND METHOD OF BILLING AND PAYMENT

- 5.1 <u>COMPENSATION:</u> The County agrees to pay the Consultant, as compensation for its services under Section 3.1 of this Agreement, an aggregate fee for certain project tasks pursuant to the fee schedule set forth in Exhibit "C," attached hereto and made a part hereof. At the completion of each task, the Consultant will be compensated by a lump sum amount, which has been negotiated for that task, unless otherwise mutually agreed to by the parties hereto. The total fee for all such services, to be performed by the Consultant, including costs, direct expenses, and any other charges described in Section 5.3, is to be paid as follows: A lump sum amount of Phase I Basic Fee Services of Sixty Four Thousand Twenty Dollars and Optional Services of Ten Thousand One Hundred Sixty Dollars and Phase II Basic Services of One Hundred Three Thousand Nine Hundred Twenty Two Dollars and Optional Services of Three Thousand Eighty Two Dollars for a Project Total of One Hundred Eight One Thousand One Hundred Eighty Four Dollars (\$181,184) for this Project. Final payment will be subject to approval by the Board of County Commissioners.
- 5.2 <u>FEE SCHEDULE</u>: The "fee schedule," as used herein, shall mean the charges shown in Exhibit "C" for certain tasks to be performed by the Consultant. Such fees shall include, all inclusively the Consultant's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine overhead expenses, profit, and all other expenses of every type.
- 5.3 <u>DIRECT EXPENSES</u>: Direct expenses are those expenses directly attributable to the Project, which will be exclusively borne by Consultant, and are included in its aggregate fee, they shall include, but not be limited to, the following:
 - (a) Transportation expenses in connection with the Project.
 - (b) Living expenses in connection with travel and any other travel expenses.
 - (c) Long distance communications and other miscellaneous budget expenses.

- (d) Cost of printing plans, drawings, and specifications which are required by or of the Consultant to deliver the services set forth in this Agreement. The Consultant agrees and understands that it will furnish to the County two (2) sets of all Project plans, reports, and specifications in a bound format acceptable to the County.
- (e) Cost of any software or hardware used or developed for the Project, including CAD/CADD time.

5.4 METHOD OF BILLING AND PAYMENT:

(a) For lump sum contracts, the Consultant may submit bills to the County at the completion and approval of each task or at the partial completion of a task on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month. The Consultant shall submit such monthly statements identifying the nature of the work performed.

Calculations shall be made monthly of the amount and value of the work accomplished and services performed by the Consultant which meet the standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and accompanied by such supporting data as required by the Contract Administrator.

- (b) The County agrees that it shall pay the Consultant within forty five (45) business days of receipt of the Consultant's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- (c) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., as amended.

5.5 NOTICES:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, notices, payment, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.
- (c) Payments and Notices to the Consultant shall be made to:

Mott MacDonald Florida, LLC 220 West Garden Street, Suite 700 Pensacola, Florida 32502 (d) Invoices to the County shall be sent to: Notices to the County shall be sent to:

Terri Berry
Engineering Project Coordinator
Public Works/Engineering
3363 West Park Place
Pensacola, FL 32501

Jack R. Brown County Administrator P.O. Box 1591 Pensacola, Florida 32597-1591

ARTICLE 6 ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

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

ARTICLE 7 COUNTY'S RESPONSIBILITIES

- 7.1 The County shall furnish to the Consultant, as required for performance of the Consultant's basic services, all available data prepared by or the result of the services of others, including without limitation (as may be appropriate): building plans and related drawings, core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests, and inspections of samples, materials, and equipment, appropriate professional interpretations of all of the foregoing; environmental assessments and impact statements, appropriate professional interpretations of all of the foregoing; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed, and other land use restrictions; and any other special data or consultations relating to this Project.
- 7.2 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.
- 7.3 Within a reasonable time so as not to delay the services of the Consultant, the County shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor, or other Consultants, as the County deems appropriate, for such examinations and the rendering, if required, of written opinions pertaining thereto.
- 7.4 The County shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 7.5 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

ARTICLE 8 CONSULTANT'S RESPONSIBILITIES

8.1 **QUALITY OF SERVICES**:

- (a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.
- (b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or omissions in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.
- (c) The County's review/approval/acceptance of or payment for the services required by this Agreement shall NOT be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- (d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

8.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

- (a) The design services provided to the County by the Consultant shall be certified by professional consultants registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional consultants.
- (b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.
- (c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Consultant of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 9 GENERAL PROVISIONS

9.1 OWNERSHIP OF DOCUMENTS:

(a) Drawings, specifications, design, models, photographs, reports, surveys, and other data, including intellectual property of any type or description, produced by the Consultant in connection with this Agreement are and shall remain the property of the County whether the Project for which they were made is completed or not. Such

ownership also shall include any electronic files developed or created of such documents.

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

9.2 TERMINATION:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the Project. All finished or unfinished documents, data, studies surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the County and shall be immediately delivered by the Consultant to the County.
- (d) Vendor suspension or debarment proceedings brought by County pursuant to Chapter 46, Article II, Division 2, Section 46-102, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

9.3 RECORDS:

- (a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.
- (b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are

exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

- 9.4 <u>NO CONTINGENT FEES</u>: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.
- 9.5 <u>SUBCONTRACTORS</u>: The County approves the use of subcontractors by the Consultant. In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, it must secure the prior written approval of the County for employment of such subcontractors.
- 9.6 <u>ASSIGNMENT</u>: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

9.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY:

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

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

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

9.8 INSURANCE: The Consultant is required to carry the following insurance:

- (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
- (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
- (c) Professional Liability coverage with \$1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than \$5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five** (5) years from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

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

above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

- (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
- (e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.
- (f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII, according to the latest edition of the A.M. Best Key Rating Guide. An A or better Best Rating is referred; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured's" on all liability policies (except professional liability). Certificates of insurance shall be provided to Claudia Simmons, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

9.9 REPRESENTATIVE OF COUNTY AND CONSULTANT:

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

9.10 ALL PRIOR AGREEMENTS SUPERSEDED:

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

- 9.11 TRUTH-IN-NEGOTIATION CERTIFICATE: The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 9.12 <u>HEADINGS</u>: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 9.13 <u>GRATUITIES</u>: Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.
- 9.14 <u>CONFLICT OF INTEREST</u>: The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Chapter 46, Article II, Division 4 of the Escambia County Code of Ordinances.
- 9.15 <u>SURVIVAL</u>: All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 9.16 <u>GOVERNING LAW</u>: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.
- 9.17 <u>INTERPRETATION</u>: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
 - (a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 9.18 <u>SEVERABILITY</u>: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- 9.19 <u>COMPLIANCE WITH LAWS</u>: The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of 9.20 Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02: Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States. except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.
- 9.21 <u>PARTICIPATION IN OTHER PROCEEDINGS</u>: At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.
- 9.22 <u>FURTHER DOCUMENTS</u>: The parties shall execute and deliver all documents and perform further actions that may reasonably necessary to effectuate the provisions of this Agreement.
- 9.23 <u>NO WAIVER</u>: The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

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

		COUNTY: ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
		By:
Witne	9SS	Date:
Witne	ess	BCC Approved: August 18, 2016
		CONSULTANT: Mott MacDonald Florida, LLC, a Florida Corporation authorized to do business in the State of Florida.
ATTEST:	Corporate Secretary	By:
By:Secre	otor.	Date:
Secre	zlary	



Mr. Paul R. Nobles, CPPO, CPPB, FCN, FCCM Purchasing Coordinator Office of Purchasing Matt Langley Bell III Building 213 Palafox Place Pensacola, FL 32502

Your Reference

Jones Swamp Floodplain Restoration PD 15-16.040

Our Reference

368117

220 West Garden Street Suite 700 Pensacola FL 32502 United States of America

T +1 (850) 484 6011 F +1 (850) 484 8199 www.mottmac.com/americas

Scope of Services

July 21, 2016

Dear Mr. Nobles:

Mott MacDonald (MM) is pleased to provide this proposal for purposes of providing environmental assessment, surveying, geotechnical engineering, civil engineering design, permitting and limited construction administration services for the Jones Swamp Floodplain Project.

This Scope of Work is based on the Request for Letters of Interest issued by Escambia County as PD 15-16.040. MM acknowledges and accepts the Information Package of that document including the Project Location, Project History/Description, Scope of Services and Project Timeline. Further to the information provided in PD 15-16.040, MM provides the following information on Scope of Services to be provided.

SCOPE OF SERVICES

PHASE I - DUE DILIGENCE BASIC SERVICES

TASK 1 - Phase I Environmental Assessment (ESA)

The consultant shall conduct a Phase I ESA to identify, to the extent feasible, recognized environmental conditions in connection with the subject property. The Phase I ESA shall be performed in general accordance with American Society for Testing and Materials (ASTM) Standard E 1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

The Phase 1 ESA shall include the following activities:

i. Review of Information Provided - Documents and information provided by the client will be reviewed and evaluated, including previous environmental investigations or assessments, legal descriptions, site plans, chain of title or other historical documents, and any other information to us. Communication of such information to us, or other specialized knowledge or experience that is material to recognized environmental conditions in connection with the property is necessary to comply with the ASTM protocol.

Exhibit "A"



ASTM E 1527-13 mandates a search of environmental liens and activity and use limitations (AULs) in order for the property owner to comply with the standard and gain CERCLA liability protection. The Consultant will search readily available public records for environmental liens and activity and use limitations. This does not constitute a formal Title Review or Opinion. Performance of a title search in not included within the proposed scope of service. However, MM strongly encourages that the County/Pensacola State College engage a land title company to conduct a formal search of title documents associated with the subject property, under separate contract.

- ii. Environmental Records Review ASTM standard federal and state environmental record source lists will be obtained and reviewed for the approximate minimum search distances. Additional, Federal, State, and local environmental record sources may be queried to enhance and supplement the above-listed sources.
- iii. Physical Setting A current USGS 7.5 minute topographic map will be reviewed to assist in evaluating the physical setting for the site. Additional physical setting sources regarding geological and hydro-geologic characteristics of the site may also be reviewed, in the event conditions are identified in which potential contaminants are likely to migrate to the subject property or from or within the subject property.
- iv. Historical Use Information Previous uses and/or occupancy of the site will be evaluated from the present back to the property's obvious first developed use, or back to 1940, whichever is earlier. Previous uses of the property will be evaluated through review of standard historical sources, with the actual records or sources reviewed depending upon whether they are reasonable ascertainable, practically reviewable, useful and within cost and/or time constraints. In some instances, sources may not identify the uses back to 1940 or the property's obvious first developed use, in which case the uses back to the earliest traceable date will be presented.
- v. Site Reconnaissance A site reconnaissance will be conducted to obtain information indicating the potential for recognized environmental conditions in connection with the property. The reconnaissance will consist of systematically traversing the property, during which photographs will be taken to document observations. In the event that visibility or access is limited, these conditions will be noted in the final report. In general, when access problems are encountered, the site reconnaissance will be restricted to the perimeter of the subject property and to areas that are readily accessible for visual observations. Property improvements, such as buildings, sheds, and warehouses, will be entered for reconnaissance purposes, except where access is limited or safety concerns prohibit entry. The reconnaissance will be for the observation of readily accessible and visible areas and does not include hidden areas or areas which would require destructive access, such as looking under floors, above ceilings, or behind Arrangements for access will be made prior to the site reconnaissance. Where appropriate, observations and notes will be made concerning:

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Exhibit "A"

- 1. General site setting, current and past uses
- 2. Geological, hydrogeologic, hydrologic and topographic conditions
- 3. Improvements including structures, roads, and utilities
- 4. Hazardous substances and petroleum products
- 5. Storage tanks, vents, fill pipes, access ways
- 6. PCB containing equipment
- 7. Stains, corrosion, and stressed vegetation
- 8. Drains, sumps, pits, ponds and lagoons associated with waste disposal
- 9. Solid waste, wastewater, wells, and septic systems
- 10. Odors (Strong, pungent or noxious)
- 11. Drums or containers of hazardous substances, petroleum products or unidentified containers
- 12. Adjoining properties will be observed from the subject property during the site reconnaissance. Visual observations will be made of current and past uses, wherever apparent, as well as any obvious environmental conditions.
- vi. Interviews Interviews will be conducted by phone, in writing, or in person with appropriate on-site personnel and local governmental officials as appropriate; to obtain information indicating recognized environmental conditions in connection with the property.
- vii. Report Preparation A report of our findings will be prepared. The report will include information obtained during the assessment regarding recognized environmental conditions of the subject site, documentation and copies of the data obtained, and conclusions based upon this information. The report will include recommendations based upon the findings presented.

TASK 2 - Phase II Environmental Assessment (ESA)

The Consultant shall perform a Phase II ESA is to determine, to the extent feasible, if any negative environmental impacts to soil or groundwater quality are present at the subject site as a result of the former Corry Station operations. All work performed will be in compliance with approved Florida Department of Environmental Protection (FDEP) guidelines. This assessment shall include:

i. Soil Assessment Activities - Based on the size of the subject site we propose to advance 15 hand auger soil borings to approximately 6 to 8 feet below land surface (bls). Depth to groundwater in the area is approximately 5 feet bls. The attached site map illustrates the proposed soil boring locations. A concrete core drill will be used to complete the soil borings located in the concrete covered area (former runway). Soil samples will be collected on one foot vertical intervals and screened for petroleum vapor concentration using and Organic Vapor Analyzer (OVA). In addition to the soil OVA screening we propose to collect 15 soil samples for laboratory analysis. The soil samples will be collected based on the OVA screening data, visual observation for staining and debris or from the vadose zone, approximately 1 foot above the static water column. The soil samples will be submitted to a State certified laboratory for analysis by EPA Methods 8270 (SVOCs), 5035/8260 (VOCs), 6010 for the RCRA 8 metals, 7470 for Mercury and 8082 for PCBs, and 8081 for Organochlorine Pesticides.

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MACDONALD

Exhibit "A"

Our staff have reviewed the most recent ASTM Phase II Environmental Site Assessment guidelines and numerous EPA technical guidance documents related to soil sampling activities. No specific guidelines for the location and number of sampling points were referenced. It is our professional opinion that the proposed number and sample locations presented in this cost proposal are sufficient in order to meet due diligent requirements while providing a high level of confidence for any conclusions and/or recommendations based on the analytical data generated during the Phase II ESA activities.

ii. Groundwater Assessment Activities – 10 temporary monitoring wells will be installed using a direct push drill rig and will be constructed with 10 feet of one-inch diameter PVC slotted well screens and 2 feet of one-inch diameter PVC well risers. The proposed well locations are illustrated on the attached figure. The temporary wells will be properly sand packed, sealed and developed in compliance with FDEP guidelines.

Approximately 7 days following installation of the temporary monitoring wells GCES personnel will collect groundwater quality samples from the monitoring well network in compliance with FDEP guidelines. The groundwater quality samples will be submitted to a State certified laboratory for analysis by EPA Methods 8270 (SVOCs), 5035/8260 (VOCs), 6010 for the RCRA 8 metals, 7470 for Mercury, 8082 for PCBs and 8081 for Organochlorine Pesticides.

TASK 3 - Cultural Resources Consultation

A complete a review of the master site file maintained by the Florida Division of Historical Resources shall be performed. Consultant will submit a formal review request to Florida Division of Historical Resources to determine compliance with applicable rule & statute governing historical resources. The desired results will include a response from DHS with a determination whether or not the project area will require a systematic professional archaeological survey.

TASK 4 – Preliminary Geotechnical Evaluation of Fill Material

This task shall include advancing 2 standard penetration test borings to approximately 15 feet below existing grades. This task shall include a visual classification and laboratory testing of the soil samples obtained. Testing services shall include grainsize analysis and organic matter content testing on select soil samples as well as wash #200 sieve and natural moisture content tests to evaluate and document soil properties for use in determining suitable uses for excavated fill material.

TASK 5 - Delineation of Wetland and other Environmental Resources

This task shall include performance of the following efforts:

i. Physical identification all wetland boundaries will be delineated in accordance with both the methodology outlined in Chapter 62-340, Florida Administrative Code and in the Florida Wetlands Delineation Manual (State – DEP & Water Management District) and the Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Federal – Corps). The wetland boundary will be identified in the field by progressively locating points along the upland/wetland boundary at 25-50-ft. intervals or corresponding with directional changes with the boundary.

M MOTT MACDONALD

Exhibit "A"

Each point will be identified by an experienced wetland scientist paired with a second environmental professional to obtain a Global Positioning System (GPS) location. Pink flags will be placed at each point clearly marked "Wetland Delineation". Each flagged point will also contain specific alpha numeric designator for later tracking of its location. Wetland Sciences, Inc. will use a Trimble GeoXT GPS system to locate each point. Data will be collected using Trimble's TerraSync Professional Software with further data refinement using Trimble's Pathfinder Professional Software. This typically results in sub-meter accuracy. This data can be overlain onto aerial photographs, imported electronically into an AutoCAD drawing of the property survey, or used to generate an AutoCAD drawing with the parcel's boundaries. These sketches will be attached as an exhibit to our report.

- ii. Characterization of each ecological community & condition within the subject property.
- iii. Identification of environmentally sensitive lands and other resources regulated by the natural resource provisions of Escambia County Land Development Code.

TASK 6 - Conceptual Hydrographic Modeling

Based upon data collect in the tasks above and available LIDAR topographic data, from Northwest Florida Water Management District, for the proposed project site the Consultant shall develop a conceptual project grading plan. Consultant shall update existing ADICPR v.3.2 models channel cross sections to reflect the conceptual grading plan. The updated model shall be used to simulate the 100 year design storm events in order evaluate the potential effect of the conceptual project upon peak water stages experienced within Jones Swamp/Creek in the vicinity of the project site. Based upon the results of this effort, a project conceptual exhibit shall be produced for use in coordination/discussions with Escambia County and/or Pensacola State College.

TASK 7 - Coordination with County and Pensacola State College

This task shall include attending a coordination meeting with Escambia County staff to discuss the findings of the conceptual hydrographic model and associated project concept exhibit. Project concept exhibit shall be updated one time to address/incorporate County comments. This task shall also include attendance at one meeting with Pensacola State College representatives to discuss the project concept and anticipated flood stage effects in the vicinity of the PSC Warrington Campus.

PHASE I – DUE DILIGENCE OPTIONAL SERVICES

TASK 8 - PHASE II Environmental Assessment Dioxin/Furan Testing

Analysis for Dioxin/Furans is not included within the basic services described above. Such analysis can be added to soil or groundwater samples for \$650.00 each. For the purposes of this proposal a total of 10 Dioxin/Furan tests have been assumed.

Exhibit "A"



TASK 9 - Phase I Cultural Resource Archeological Survey

Should it be required by DHS, the survey will include a background search for previously recorded archeological sites, historic structures, and cultural resources studies in the project area. The survey will also include subsurface shovel tests excavated at standard sizes and intervals according to the requirements established by the Florida Division of Historical Resources (DHR). Soil removed from tests well be screened through one-quarter inch mesh wire. All excavations will be backfilled. Artifacts recovered will be identified and analyzed according to their place in Florida history and prehistory. Any archeological sites or historic standing structures discovered will be properly recorded and evaluated based on state guidelines.

Maps of excavations and site locations will be completed. A cultural resource document of findings will be prepared and sent to the client and DHR. Communications with the client and government agencies will be maintained to best assure project completion of the archeological survey in a timely manner.

PHASE II - DESIGN, PERMITTING AND LIMITED CONSTRUCTION OBSERVATION SERVICES

TASK 10 - Topographic Survey

The Consultant shall perform a topographic survey of the project area to collect horizontal and vertical position data for all visible and apparent features and establish location of property lines which may exist within the subject project area. Based upon discussions with Escambia County a tree survey is not required and is therefore not included within the proposed scope of services. Locations of wetlands, surface waters and other environmentally sensitive lands will be collected at this time.

Horizontal reference will be the Florida North Zone State Plane Coordinate System, North American Datum of 1983. Vertical reference will be the North American Vertical Datum of 1988. A minimum of three Benchmarks referenced to NAVD 1988 Datum shall be provided.

Certified copies of any topographic surveys meeting the current State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, shall be provided for County Surveyor review. Electronic files shall be submitted in State Plane Coordinates.

TASK 11 - Geotechnical Engineering

A geotechnical engineering evaluation and report will be performed for the project to determine the characteristics of the existing soil. Geotechnical exploration will include 13 standard penetration test bores to a depth of approximately 15 feet below existing grade and 3 had auger borings to a depth of 2-3 feet in the apparent native area surround the fill area. The geotechnical engineer will also examine physical characteristics of soils within the reference wetland site including grain size, organic matter content and bulk density.

A signed and sealed geotech report will be provided with this Task

TASK 12 - Site Specific Swamp Restoration Guidance Document

Consultant shall prepare a detailed restoration plan basis of design document including general grading, drainage, and planting plans criteria and specifications. For this purpose, an environmental assessment will be performed on a reference wetland site to include:

M MOTT MACDONALD

Exhibit "A"

- Classification of ecological communities within reference site.
- General site assessment and qualitative collection of data with observations of topographic variability, vegetative cover, and faunal diversity.
- Quantitative data collection from established monitoring transects within the reference wetland area to include data on:
- · native plant cover
- percentage of obligate and facultative wetland plants
- · diversity of the wetland
- · percentage of non-native species
- · plant density, richness, and cover
- Surface water quality data including temperature, salinity, dissolved oxygen, turbidity, and total dissolved solids.

In addition, a topographic evaluation of the selected reference wetland site shall be made utilizing available LIDAR topographic data from the Northwest Florida Water Management District and visible observation during site assessment.

TASK 13 - Pre- and Post-Construction Stream Condition Index

The consultant shall perform a pre- and post-construction stream condition index on the project stream reach to receive the most benefit from project. Consultant will adhere to the Florida Department of Environmental Protection Standard Operating Procedures for conducting field work. Additionally, a comprehensive aquatic habitat assessment will be performed and included with the Stream Condition Index report. The benthic macroinvertebrate samples will be sorted according to the Florida Department of Environmental Protection Standard Operating Procedures and taxonomic analysis will be conducted by an expert taxonomist. The data will be analyzed, the SCI score for each sample will be calculated and shall be detailed in a summary report of the results.

TASK 14 - Design

Based upon the data collected and findings resulting from completion of tasks 10-13 above, the Consultant shall develop a project grading plan. Consultant shall update the conceptual hydrographic ADICPR v.3.2 models channel cross sections to reflect the final project grading plan. The updated model shall be used to simulate the 100 year design storm events in order evaluate the effect of the final project design upon peak water stages experienced within Jones Swamp/Creek in the vicinity of the project site.

Based on the information gathered during the assessment phase and conceptual approval from Escambia County, MM will prepare Civil Engineering Design documents for a detailed restoration plan including grading, drainage, and planting plans and specifications.

Project designs will be submitted for review to Escambia County at 30%, 60% and 100% design for review and comment. MM and our sub-consultants will provide project coordination with Escambia County, Pensacola State College and National Fish and Wildlife Foundation to be sure the goals of the project are being met.

Consultant shall attend utility coordination meetings at the each of the design milestone submittals (30%, 60% and 90%). This task shall include coordination efforts with any utility owner which may be impacted by the proposed stream restoration to reduce, to the extent feasible, utility conflicts while preserving the state project design criteria and goals.

Exhibit "A"



TASK 15 - Easement Sketch and Description

Consultant shall prepare one sketch and description for the necessary temporary construction easement to perform the proposed work on Pensacola State College property.

TASK 16 - Permitting

MM and sub-consultants will prepare and submit required documentation to NWFWMD, FDEP, FEMA and USACE for permitting required for Jones Swamp Floodplain Restoration. We will work to involve the agencies in the conceptual stage of the project to foster communication and understanding of permitting agency requirements for the project.

This phase will consist of drawings, reports, calculations and applications for the proposed design for the project. MM will respond to comments received by reviewing agencies during this Task.

TASK 17 - Bid Support and Limited Construction Observation

MM will assist the County in preparing Bid Documents and will provide bid assistance through the bidding process by responding to Contractor RFIs.

MM will make periodic visits during construction to observe and document the progress of the Project and provide monthly progress reports to the County of our observations.

MM will perform a final inspection at Project completion to determine general conformance with the plans and specifications and provide As-Built drawings of the constructed project.

PHASE II - DESIGN, PERMITTING AND LIMITED CONSTRUCTION OBSERVATION OPTIONAL SERVICES

TASK 18 - Boundary Survey in Lieu of Easement Sketch and Description

This task shall include additional survey efforts necessary to preform and prepare a boundary survey for the donation of the project area by Pensacola State College to Escambia County. It should be noted that the fee prosed for this effort is an additional fee to be added to the proposed fee specified for Task 15.

SUMMARY

We look forward to working with you on this project, and will gladly answer questions you may have regarding this Scope of Work.

Best regards,

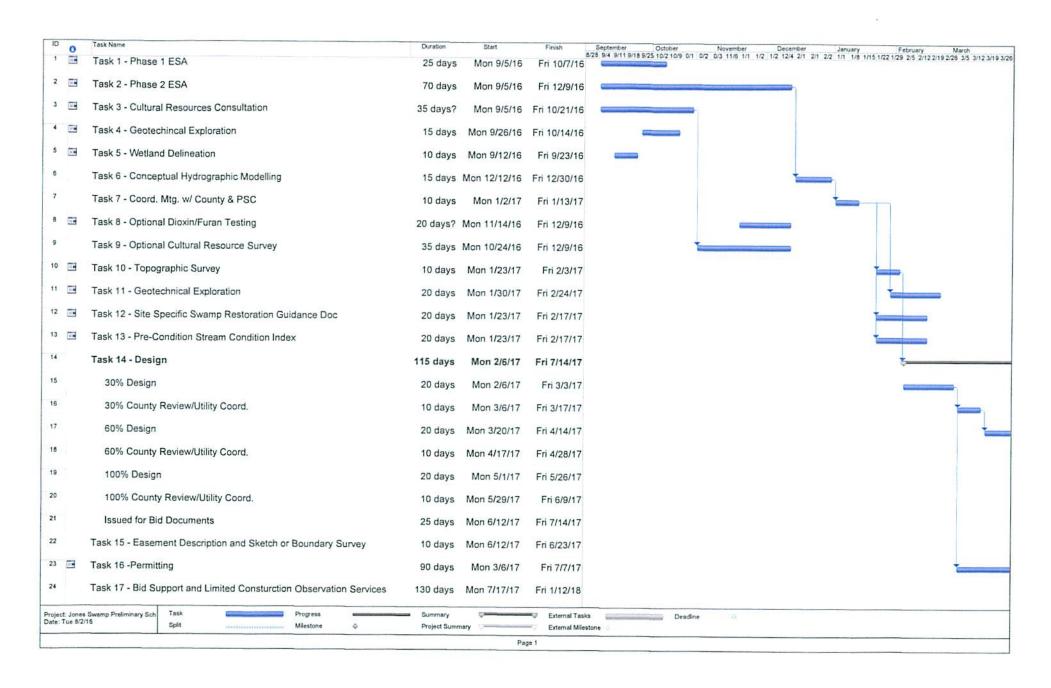
Mott MacDonald FLORIDA, LLC

T. Heath Jenkins, PE Project Manager T +1 (850) 484 6011

heath.jenkins@mottmac.com

David D. Skipper, PE Vice President

Exhibit "B"



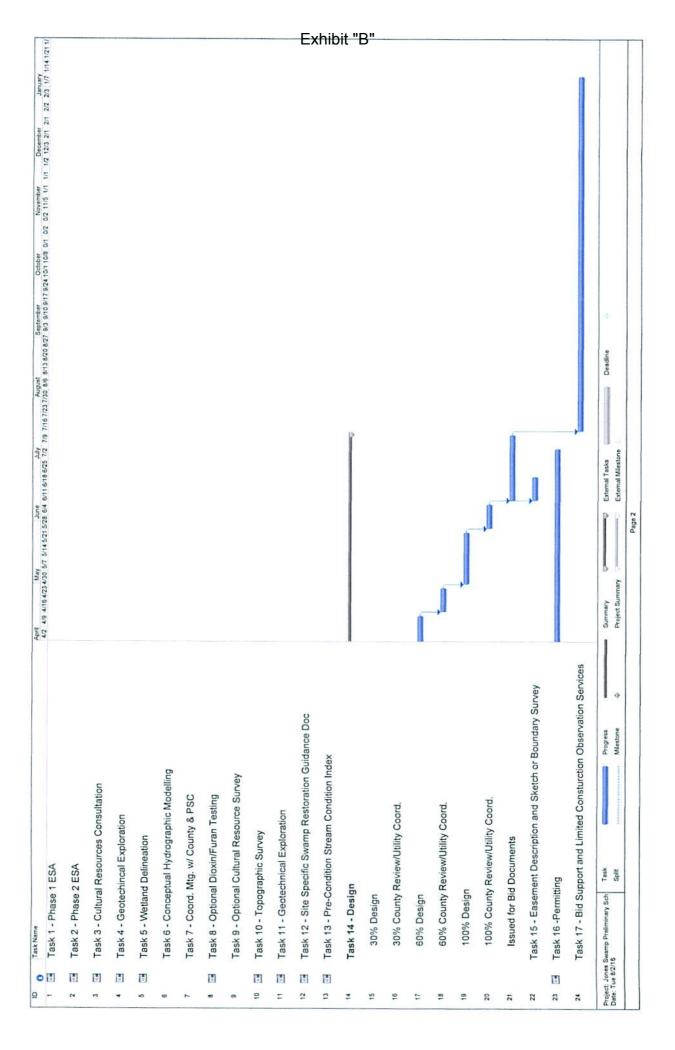


Exhibit "C"

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Exhibit "C"

		Mott MacDonald - Labor Fee Sub-Consultants Prime Consultant (Lump Sum)												M MOTT MACD	M				
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																		Subtotal Labor Fee =	\$ 10,8
ASK 11 - GEOTECHNICAL ENGINEERING																			
Geotechnical Exploration			12													\$ 9,900	•		\$ 11,3
	Subtotal Hours =	-	12	-	-	-	•	•		•	•	-	•	•	\$.	\$ 9,900)	Subtotal Labor Fee =	s 11.3
															J			Salata Caba (42 5	درا . -
ASK 12 - SITE SPECIFIC SWAMP RESOTRATION G Prepare Site Specific Swamp Restoration Guidance D		2	4		8										\$ 1,500				\$ 2,9
Project Reference Wetland Site Environmental Asses	smert	2			4										\$ 6,500				\$ 7,1
LIDAR Evaluation of Selected Reference Wetland Selected	es	4	4				8												\$ 2,0
	Subtotal Hours =	8	8	-	12	•	8	-	•	•	•	-		-	\$ 8,000	\$.		.	
															l			Subtotal Labor Fee =	\$ 12,1
ASK 13 - PRE- AND POST-CONSTRUCTION STREA			1		1										\$ 3,000				\$ 3,3
Prepare Pre- and Post-Construction Stream Condition	n index		'																• 00
	Subtotal Hours =	1	1	•	1	•	•	•	•	-	•	•	•	•	\$ 3,000	\$ -		- Subtotal Labor Fee =	\$ 3,3
ask 14 - DESIGN Develop Project Initial Project Grading Plan		8	16				4												s 3,7
ICPR Model iterations and Grading Modifications		8	16																\$ 3,3
30% Design Preparation		4	8		20 20		40 40								\$ 1,200 \$ 1,200				\$ 8,6 \$ 8,6
60% Design Preparation 100% Design Preparation		4	8		20		40 40								1,200				s 7,
IFC Documents		2	8				8												\$ 2,
Altend Utility Coordination Meetings at 30%, 60% and	100% Submittals	8	16																\$ 3,:
	Subtotal Hours =	38	80		60	•	132	.	-	-	-	•	•	 .	\$ 2,400		<u> </u>	-	
																		Subtotal Labor Fee =	\$ 37,1

								ı	Mott MacD Prin	ionald - ne Consult	ant	e e				onsultants mp Sum)		M MOTT MACE	T P	M
Task Tesk Description No		C. Chance	Engineer	E	N/I	E)	N	0	Administrative Assettant IV	PHINCES	Two-Man Survey Crew	Survey Technician	Senior Surveyor	_	Wetand Sciences	Larry M Jacoba & Assoc	Doxins/Furance Test		Fe	ees
TASK 15 - EASEMENT DESCRIPTION AND SKETCH		\$ 181 00	\$ 117.00	\$ 96.00	\$ 78 00	1 7300	\$ 105 00	\$ 75.00	\$ 4400	\$ 220 00	\$ 132 00	\$ 69 00	\$ 124.0	,	j		\$ 0500	0		
Prepare One Temporary Construction Easement Sketch and Descript	on	1										6		2					\$	963
	Subtotal Hours *	1		٠	•	•	•	•	•	-	•	6		2 .	\$	\$	•	Subtotal Labor Fee =	•	963
TASK 16 - PERIAITING Prepare Perind Submittats (NWFWMD, FDEP, USACE) Agency Negotiation and Coordination		2 2	20 8		40		40		4						\$ 3,000 \$ 1,500				s s	13,198 2,798
Prepare and Submit FEMA "No Rise" Certification Permit Application Fees		2													\$ 250			_	\$	362 250
	Subtotal Hours a	6	28	•	40	•	40	•	4	•	•	٠	•	•	\$ 4,750		-	Subtotal Labor Fee =		16,608
TASK 17 - BIO SUPPORT AND LIMITED CONSTRUCTION OBSERV Bidding Support Services	ATION	2	8				8								1	_			\$	2,138
Construction Observation As-Built Drawings		2	20 4		40		16								\$ 1,200)			\$ \$	7,022 2,329
	Subtotal Hours =	5	32	•	40	•	24	•	•	•		,	-		\$ 1,200	;		Subtotal Labor Fee =	\$	11,489
																-		C SERVICES TOTAL	810	2,922
TASK 18 - BOUNDARY SURVEY IN LIEU OF EASEMENT SKETCH	A COLUMN TRACE II				ING A	(D LIM	TED C	ONSTRU	CTION OF	SERVA	TON OF	TIONAL:	SERVICE	8		7				
Addbonsi Effort to Perform Bounday Survey in Lieu of Easement Ske		BITTOTTA	L E/FOR								22	2							\$	3,082
	Subtotal Hours =	•	•	•	•	•	-	-	-	-	22	2	-	•	-	•	-	Subtotal Labor Fee =		3,052
																PHAS	E II OPTIONA	L SEMPICES TOTAL	(8 - 1	3,002
and the second s		5 k			01	/ERALL	FROJ	CT FEE	SUMMAR	Y										
																	PHASE I B	IASIC SERVICE TOTAL	. \$ (64,020
																•	PHASE I OPTION	NAL SERVICES TOTAL	. \$	10,160
																	PHASE II BA	ISIC SERVICES TOTAL	. 8 10	03,922
																P	HASE II OPTIOI	NAL SERVICES TOTAL	. \$	3,082



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10799 County Administrator's Report 11. 24.
BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: CareerSource Escarosa ITA Waiver

From: Tonya Gant, Director

Organization: Neighborhood & Human Svcs

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Resolution Supporting CareerSource

Escarosa's Request to Modify the ITA/Training Expenditure Requirement from 50% to 35

% for Fiscal Year 2016-2017 - Tonya Gant, Neighborhood & Human

Services Department Director

That the Board adopt and authorize the Chairman to sign the Resolution supporting CareerSource Escarosa's request to modify the ITA/Training Expenditure Requirement from 50% to 35% for Fiscal Year 2016-2017.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) was signed into law in July 2014 by President Obama as a measure to provide a renewed commitment to workforce development and is designed to increase opportunities, decrease barriers to employment, and invests in education and career preparation. One primary focus is on the economic growth in the US to enhance global competitiveness as a country. The Regional Workforce Board Accountability Act (RWBAA) amended the Florida Workforce Innovation Act which requires 50% of WIOA Adult and Dislocated Worker funds to be used for tuition, books and training provider fees, but allows for a waiver if supported by the Chief Elected Officials.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Bobbie Ellis, Assistant County Attorney, has reviewed the Resolution and approved it as to form and legal sufficiency.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

CareerSource Escarosa's request for waiver must have approval from the Escambia County Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, this Resolution shall become effective for the expressed term. CareerSource Escarosa has coordinated with the Department of Neighborhood & Human Services in submission of this request.

Attachments

CareerSource Escarosa Resolution

RESOLUTION NUMBER R2016 -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, SUPPORTING CAREERSOURCE ESCAROSA'S REQUEST TO MODIFY THE ITA/TRAINING EXPENDITURE REQUIREMENT FROM 50% TO 35%; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, President Obama signed into law in July 2014 the Workforce Innovation and Opportunity Act (WIOA), to maximize federally funded job training programs and create a comprehensive, locally controlled workforce investment system in order to allow Americans access to career management tools and enable U.S. companies to recruit a qualified workforce to compete in a global economy; and

WHEREAS, the workforce investment system is designed for federal, state and local partners to work cooperatively whereby local workforce investment boards, in partnership with local elected officials, plan and oversee the local system while state workforce investment boards provide statewide policy, guidance and interpretation; and

WHEREAS, in order to implement the provisions of the federal WIOA, the State of Florida passed the Workforce Innovation Act, §§445.01 et seq., Florida Statutes, creating Workforce Florida, Inc. d/b/a CareerSource Florida and establishing regional workforce investment boards to serve as the local workforce investment boards tasked with specified duties and functions as determined by law and as set forth in interlocal agreements where applicable; and

WHEREAS, pursuant to an interlocal agreement between Escambia and Santa Rosa Counties, Workforce Escarosa, Inc. d/b/a CareerSource Escarosa currently serves as the local workforce investment board for Escambia and Santa Rosa Counties providing public workforce services, job training programs and economic development related to the WIOA; and

WHEREAS, the Florida Workforce Innovation Act was amended by the Regional Workforce Board Accountability Act (RWBAA), which requires 50% of WIOA Adult and Dislocated Worker funds to be expended on tuition, books and fees for training providers and other training services prescribed in WIOA for Individual Training Accounts, but authorizes waiver of the 50% training-based expenditure requirement if supported by the local Chief Elected Officials; and

WHEREAS, the Escambia County Board of County Commissioners has determined that the modification of the training-based expenditure requirement from 50% to 35% is justified and in the best interest of the public.

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

SECTION 1. That the foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. That the Board of County Commissioners of Escambia County, Florida fully supports the modification of the training expenditure requirement for CareerSource Escarosa FY 2016-2017 from 50% to 35%.

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

SECTION 4. That the Clerk of Court is hereby directed to forward a copy of this resolution to CareerSource Florida and the Regional Workforce Board's Chairperson.

ADOPTED thisday of		_	, 2016.	
			RD OF COUNTY CO AMBIA COUNTY, FL	
		Ву:	Grover C. Robinson	, IV, Chairman
ATTEST:	Pam Childers Clerk of the Circuit Cou	urt		
Ву:	Deputy Clerk			
(SEAL)				
				Approved as to form and legal sufficiency.
				By/Title: B ECUS W ACA Date: 08,09,10



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10815 County Administrator's Report 11. 25. BCC Regular Meeting Budget & Finance Consent

Meeting Date: 08/18/2016

Issue: Adoption of Resolution and Revised Out-Of-County Travel Policy

From: Angela Crawley, Assistant to the County Administrator

Organization: County Administrator's Office

CAO Approval:

RECOMMENDATION:

Recommendation Concerning Adopting a Resolution and the Revised Out-of-County

Travel Policy - Jack R. Brown, County Administrator

That the Board take the following action concerning travel and per diem for County Public Officials, employees, and authorized persons:

A. Repeal Resolution R2003-83 and adopt the Resolution establishing the revised reimbursement rates for travel expenses of all County Public Officers, employees, and authorized persons; and

B. Approve the revised Out-of-County Travel and Expense Policy.

BACKGROUND:

Pursuant to §112.061(14), Florida Statutes, by the enactment of an ordinance or resolution, the governing body of a County is authorized to establish reimbursement rates for travel expenses that vary from the per diem, subsistence, and mileage rates provided in §112.061(14), Florida Statutes, if the rates are not less than the statutorily established rates in effect for FY 2005-2006. On October 27, 1981, the Board of County Commissioners approved the original Out-of-County Travel and Expense Policy for County Public Officials, employees, and authorized persons. Since that time, the policy and/or resolution have been amended/changed three times (April 10, 1994, March 26, 1996, and July 24, 2003). The revised policy and resolution will allow travel costs to be reimbursed by the General Service Administration (GSA) guidelines which are periodically updated by the United States Federal Government.

BUDGETARY IMPACT:

Expenditures for travel expenses will be from funds budgeted within the appropriate Cost Center for each Department.

LEGAL CONSIDERATIONS/SIGN-OFF:

Working closely with the County Administrator's Office, The County Attorney's Office has prepared the new Resolution and Revised Travel Policy. The County Attorney's Office has also signed off on the proposed changes.

PERSONNEL:

NA

POLICY/REQUIREMENT FOR BOARD ACTION:

Pursuant to §112.061(14), Florida Statutes, by the enactment of an ordinance or resolution, the governing body of a County is authorized to establish reimbursement rates for travel expenses that vary from the per diem, subsistence, and mileage rates provided in §112.061(14), Florida Statutes, if the rates are not less than the statutorily established rates in effect for FY 2005-2006.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the County Administrator's Office will update the Board's Policy Manual and provide a copy of the adopted Resolution and Out-Of-County Travel and Expense Policy to the Board's Departments.

Attachments

Resolution Out-of-County Travel
Revised Out-of-County Travel and Expense Policy
Resolution R2003-83

RESOLUTION R2016 - ____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, REPEALING RESOLUTION R2003-83 AND ESTABLISHING REVISED REIMBURSEMENT RATES FOR TRAVEL EXPENSES OF ALL COUNTY PUBLIC OFFICERS, EMPLOYEES, AND AUTHORIZED PERSONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to §112.061(14), Florida Statutes, by the enactment of an ordinance or resolution, the governing body of a county is authorized to establish reimbursement rates for travel expenses that vary from the per diem, subsistence, and mileage rates provided in §112.061(6) and (7), Florida Statutes, if the rates are not less than the statutorily established rates in effect for FY2005-06; and

WHEREAS, on July 24, 2003, the Escambia County Board of County Commissioners previously adopted Resolution R2003-83, which established reimbursement rates for travel expenses of all County public officers, employees, and authorized persons; and

WHEREAS, the Board now wishes to repeal Resolution R2003-83 and adopt this Resolution establishing revised reimbursement rates for travel expenses of all County public officers, employees, and authorized persons as provided herein.

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

Section 1. Recitals. That the foregoing recitals are true and correct and incorporated into this Resolution by reference.

Section 2. Repeal. That Resolution R2003-83 is hereby repealed.

Section 3. That the Board of County Commissioners hereby establishes the following reimbursement rates for travel expenses of all County public officers, employees, and authorized persons:

A. Per diem and subsistence allowance:

<u>Day Travel</u>- Day travelers shall be allowed subsistence for meals in accordance with General Service Administration (GSA) Guidelines, which may be periodically updated by the U.S. Federal Government, as detailed below.

- 1. Breakfast 13.34% of GSA Guidelines
- 2. Lunch 33.33% of GSA Guidelines
- 3. Dinner 53.33% of GSA Guidelines

Overnight Travel- Overnight travelers shall be allowed either of the following:

- 1. Per diem (lodging and meals) in accordance with General Service Administration (GSA) Guidelines CONUS Standard Rate, which may be periodically updated by the U.S. Federal Government; or
- 2. The actual amount for lodging when substantiated by a receipt as provided in the County policy and meals in accordance with General Service Administration (GSA) Guidelines, which may be periodically updated by the U.S. Federal Government, whichever is greater.
- B. Transportation allowance:

<u>Transportation by privately-owned vehicle</u>- Mileage allowance for drivers of privately-owned vehicles will be paid in accordance with General Service Administration (GSA) Guidelines, which may be periodically updated by the U.S. Federal Government.

<u>Transportation by common carrier</u>- Fares will be reimbursed at actual cost when substantiated by a receipt.

Section 4. Severability. That if any section, sentence, clause or phrase of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. Effective Date. That this Resolution shall become effective immediately upon adoption by the Board of County Commissioners.

ADOPTED this da	y of	, 2016.
*		BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA
ATTEST: PAM CHILDERS Clerk of the Circuit Co	ourt	By: Grover C. Robinson, IV, Chairman
By: Deputy Clerk		Approved as to form and le sufficiency. By/Title:

Board of County Commissioners Escambia County, Florida

Title: Out of County Travel – Section I, Part C. 4

Date Adopted: October 27, 1981

Effective Date: July 24, 2003 (as amended) August 18, 2016

Reference: As Amended in Chapter 74-365, Section 112.061 (5), (6),

(10) (a), and (12), Florida Statutes, 1972 Supplement, and Chapter 74-15, Section 112.061 (7) (d), Florida

Statutes and Resolution No. R2003-83

Policy Amended: April 10, 1994, March 26, 1996, July 24, 2003, <u>August</u>

18, 2016

Authorizedation to travel at the County's expense to meetings and seminars for members of the Board of County Commissioners, County Administrator, County Attorney, Assistant County Administrator(s), Department Heads Directors, and employees under the Board of County Commissioners is shall be provided as follows:

- A. Approval of <u>out of County</u> travel for members of the Board of County Commissioners, the County Administrator and the County Attorney is to be <u>made in approved by the Board during a</u> Commission meetings for out of County travel. In the case of an emergency, the Chairman or the Vice Chairman can approve out of County travel with ratification at the Commission's next regular meeting.
- B. The County Administrator or the Assistant County Administrator(s) is are designated as representatives of the Board for approving out of County, intrastate travel for all other employees, and the County Administrator is designated as the representative for approving interstate travel. in the event all are unavailable he is are out of town, the Chairman or the Vice Chairman ean may authorize out of County travel for employees. Travel must be approved prior to making any travel arrangements (e.g. hotel reservations, airfare, rental car, etc.) for which a travel reimbursement request may be submitted.
- C. This Ppolicy shall be with regard to all travel to use the most economical method in conformance with Section 112.061 (7) (a), Florida Statutes.
- **D.** This Ppolicy shall supersede any previous County travel policies affecting the Commission, the County Administrator, and the County Attorney, Department Directors and employees under the Board of County Commissioners.

NOTE: A travel reimbursement request must be properly filled out, signed and submitted to the Clerk of the Circuit Court before any travel reimbursement is processed. (Also, see attachments)

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

TRAVEL EXPENSE POLICY

Policy relating to travel expenses of all County Public Officers, Employees, and Authorized Persons as amended in Chapter 74–365, Section 112.061 (5), (6), (10) (a), and (12), Florida Statutes, 1972 Supplement, and Chapter 74–15, Section 112.061 (7) (d), Florida Statutes. Mileage rate signed into effect on Resolution No. R2003-83 with the effective date being July 24, 2003.

All <u>out of County, intrastate</u> travel <u>for employees under the Board of County Commissioners</u> must be authorized and approved <u>before leaving in advance</u> by the <u>head of the Agency Department Director</u> from whose funds the traveler is paid, <u>and by the County Administrator or the Assistant County Administrator(s)</u>. <u>and All interstate travel for employees under the Board of County Commissioners must be authorized and approved in advance by the County Administrator and confirmed by the Department Director from whose funds the traveler shall be paid. The travel must be for the performance of a public purpose authorized by law and within the limitations prescribed below: in this policy.</u>

A. Rates of per diem and subsistence allowance:

Day Travel-

Maximum Day travelers shall not be reimbursed on a per diem basis but shall be allowed subsistence for meals per day will be is \$30.00; or in accordance with General Service Administration (GSA) Guidelines, which may be periodically updated by the U.S. Federal Government, whichever is greater, as detailed below.

- 1. Breakfast \$4.00 or 13.34% of GSA Guidelines When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
- 2. Lunch \$10.00 or 33.33% of GSA Guidelines When travel begins before 12:00 p.m. and extends beyond 2:00 p.m.
- 3. Dinner \$16.00 or 53.33% of GSA Guidelines When travel begins before 6:00 p.m. and extends beyond 8:00 p.m. or when travel occurs during night time hours due to special assignment.

No allowance shall be made for meals when travel is confined to the City of Pensacola Escambia County or the immediate vicinity, except assignments of official business outside the traveler's regular place of employment if travel expenses are approved.

Overnight Travel-

All overnight travelers may be allowed either of the following:

- Per diem (lodging and meals) in accordance with General Service Administration (GSA)
 Guidelines CONUS Standard Rate, which may be periodically updated by U.S. Federal Government; or
- 2. The actual amount for lodging when substantiated by a receipt and meals in accordance with General Service Administration (GSA) Guidelines, which may be periodically updated by U.S. Federal Government, whichever is greater. If lodging receipts are used, on the day of the return trip to headquarters, he/she will receive no per diem but an appropriate amount for meals only.

For purposes of calculating travel reimbursement, the travel day shall be a calendar day (midnight to midnight). For overnight travel, the traveler shall be reimbursed one-fourth (1/4) of the authorized rate of per diem for each quarter, or fraction thereof, of the travel day included within the travel period.

B. <u>Transportation allowance:</u>

<u>Transportation by privately-owned vehicle:</u> Mileage allowance for drivers of privately-owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the County Administrator or by the Assistant County Administrator(s) and will be paid thirty six and one half (36 ½) cents per mile; or in accordance with General Service Administration (GSA) Guidelines, which may be periodically updated by the U.S. Federal Government, whichever is greater. Whenever travel is by privately owned vehicle: The following limitations shall apply:

- 1) <u>Mileage or transportation expense reimbursement shall not be authorized to any traveler if he or she is transported by another person.</u>
- 2) Mileage will be computed from the point of origin to the destination, and all travel must be by a usually traveled route; and, when possible, shall be computed on the basis of the current state road department map.
- 3) Vicinity mileage necessary for conduct of official business is allowable, but must be shown as a separate item on the expense voucher. Only gas and oil may be reimbursed when County owned vehicles are furnished.
- 4) If the traveler receives a fixed monthly auto allowance, thirty six and one half (36 ½) cents per mile; or the mileage will be paid in accordance with General Service Administration (GSA) Guidelines, which may be periodically updated by the U.S. Federal Government, whichever is greater, and will be allowed for actual mileage outside the County. Employees that receive a fixed monthly auto allowance must use a privately owned vehicle for official travel.
- C. Transportation by common carrier: $\frac{b}{B}$ us, train, and airplane fares will be reimbursed when substantiated by a receipt at actual cost.
- **D.** Convention expenses, in or out of state, will be paid per diem (lodging and meals) of up to \$85.00 daily or in accordance with General Service Administration (GSA) Guidelines CONUS Standard Rate which may be periodically updated by the U.S. Federal Government.; or,

Up to \$30.00 subsistence per day for meals; or in accordance with General Service Administration (GSA) Guidelines which may be periodically updated by U.S. Federal Government, whichever is greater; plus actual expenses for lodging at single occupancy rate when sustained by paid motel or hotel receipts. I

C. Other Expenses:

The following incidental expenses include the following may be reimbursed:

- 1. Taxi fare
- 2. Bridge, ferry, road and tunnel tolls
- 3. Storage or parking fees
- 4. Communication expense for official business
- 5. Convention registration fees or dues while attending a conference or convention, which will serve a direct purpose with relation to the public agency served by the person attending such meeting. Provided, however, any meals or lodging included in the registration fee will not be reimbursed, be deducted from the expense account.
- **E.** Items listed below are not chargeable against the County and The following expenses will not be paid reimbursed:
 - 1. Tips
 - 2. Valet charges
 - 3. Bar
 - 4. Miscellaneous Charges (Phone/IPad/Computer Chargers, etc.)

TRAVEL TO CONVENTIONS

Here the traveler has a choice. He may either get per diem which begins with the time travel starts and ends on return, or attach to his expense account a paid hotel bill for single occupancy rate plus the meal allowances.

If the traveler elects to use hotel bill and meals, he <u>may not</u> change from one plan to another on any single convention trip. This means that on the last day of travel when returning to headquarters, he will be allowed no per diem but meal allowance only.

For example, the following would be allowed based on \$30.00 per day or meals and the actual cost of the lodging for single occupancy.

8:00 a.m., left Pensacola for Atlanta to attend convention

1st day		\$26.00 (Lunch/Dinner)
	Hotel	\$60.00
2 nd day		\$30.00 (Breakfast/Lunch/Dinner)
	Hotel	\$60.00
3 rd -day		\$14.00 (Breakfast/Lunch)
	(returned at 5:00 p.m.)	

In addition, the law provides that the incidental traveling expenses may be reimbursed (See Paragraph D).

F. <u>D.</u> <u>Below The following</u> is a schedule showing the type of travel, <u>and</u> the per diem rates for in-state travel and out-of-state travel:

TYPE OF TRAVEL	ALLOWED PER DIEM REIMBURSEMENT RATE		
OVERNIGHT TRAVEL	IN-STATE	OUT-OF-STATE	
All travelers at Conventions or	1. \$85.00 per diem/GSA CONUS	Same	
Conferences	Standard rate, or		
	2. Actual amount for Lodging at single occupancy rate and \$30.00 or the GSA Rate for meals (Receipts attached)		
Elected Officials and agency heads on other official business	Same	Same	
Public employees while accompanying an elected official on other official business	Same	Same	
Public employees on other official business	Same	Same	

DAY TRAVEL		
All Travelers	Up to \$30.00 or GSA Rate for meals as	Same
	stated in Paragraph (A)	

REGULAR TRAVEL

All other travelers may be allowed either of the following:

- 1. Per diem (lodging and meals) of up to \$85.00 daily; or in accordance with General Service Administration (GSA) Guidelines CONUS Standard Rate which may be periodically updated by U.S. Federal Government; or
- 2. The actual amount for lodging as provided in the County policy and meals \$30.00 per day; or in accordance with General Service Administration (GSA) Guidelines which may be periodically updated by U.S. Federal Government, whichever is greater.

Incidental expenses for regular travel as the same as outlined in Paragraph D, with the exclusion of convention registration fees or dues. Items that are not chargeable against the County are listed in Paragraph E.

Here again, the traveler must keep in mind that if lodging bills are used, on the day of the return trip to headquarters, he/she will receive **no** per diem but an appropriate amount for meals only.

- G. Computation of per diem for travel time shall be a calendar day (midnight to midnight). The traveler shall be reimbursed one fourth (1/4) of the authorized rate of per diem for each quarter, or fraction thereof, of the travel day included within his travel period.
- H. A traveler shall not be reimbursed on a per diem basis for short or day trips where the traveler is not away from his official headquarters overnight. However, the traveler will be allowed meals not to exceed the maximum as outlined in Paragraph A.

12:00 A.M.



BCC

RESOLUTION NO. R2003 - 83

RESOLUTION ADOPTING THE TRAVEL EXPENSE POLICY FOR TRAVELING EXPENSES OF ALL COUNTY PUBLIC OFFICERS. EMPLOYEES AND AUTHORIZED PERSONS; PROVIDING FOR AN **EFFECTIVE DATE**

WHEREAS, Sections 112.061(6)(a) and (b) and 112.061(7)(d) 1, Florida Statutes authorizes the Board of County Commissioners to adopt, discontinue or revise, the maximum Travel Reimbursement rate for per diem and subsistence for Travel Expenses for All County Public Officers, employees, and authorized persons; and

WHEREAS, in 2003, the Florida Legislature adopted to revise portion of Section s 112.061(6)(a) and (b) and 112.061(7)(d) 1., Florida Statutes;

WHEREAS, under Sections 112.061(6)(a) and (b) and 112.061(7)(d) 1, Florida Statutes, the Board of County Commissioner may adopt the new travel and per diem authorized by the legislature;

WHEREAS, under Sections 112.061(6)(a) and (b) and 112.061(7)(d) 1, Florida Statutes, the Board of County Commissioners, upon recommendation of the County Administrator, to allow County Public Officials, employees and authorized persons to be reimbursed in accordance with the new travel and per diem expenses set by the legislature;

WHEREAS, the Escambia County Office of the County Administrator has requested, and has concurred in, the adoption of a resolution providing the new travel and per diem for all authorized employees/persons, in light of the revised provisions of Section 112.061(6)(a) and (b) and 112.061(7)(d) 1, Florida Statutes.

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

- That the County Administrator for Board of the County 1. Commissioners, is hereby authorized and empowered to grant the new travel and per diem use in travel reimbursement for all authorized employees. The following amount for travel expenses are allowed:
 - (a) \$.36 ½ per mile if private transportation is used by the authorized employees; or in accordance with General Service Administration (GSA) Guidelines which may be periodically updated by U. S. Federal Government, whichever is greater.

- (b) Per diem (lodging and meals) of up to \$85.00 daily; or in accordance with General Service Administration (GSA) Guidelines CONUS Standard Rate which may be periodically updated by U. S. Federal Government, whichever is greater; or the actual amount for lodging as provided in the County policy.
- (c) \$30 per day for meals as provided in the County policy; or in accordance with General Service Administration (GSA)
 Guidelines which may be periodically updated by U. S. Federal Government, whichever is greater.

(d):

Breakfast - \$ 4.00 or 13.34% of GSA Guidelines
Lunch - \$10.00 or 33.33% of GSA Guidelines
Dinner - \$16.00 or 53.33% of GSA Guidelines

2. That this resolution shall become effective immediately upon its adoption.

DONE, ADOPTED, AND PASSED by the Board of County Commissioners of Escambia County, Florida this ______day of July 2003.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

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Verified by: Dkbu

AMBIA CO



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10779 County Administrator's Report 11. 1.

BCC Regular Meeting Discussion

Meeting Date: 08/18/2016

Issue: Appointment to the West Florida Public Library Board of Governance

From: Todd Humble, Library Services Director

Organization: Library Services

CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the West Florida Public Library Board of Governance - Todd Humble, Library Services Department Director

That the Board appoint one of the following applicants to the West Florida Public Library Board of Governance, to fill the remaining term of Frances Yeo, effective August 18, 2016, through February 28, 2018:

A. Stephanie J. Clark;

B. Sally Bussell Fox;

C. Alice Claudine Kriss;

D. Joseph S. Lloyd;

E. Donna Gail Spencer; or

F. Dean Turner.

Escambia County's Community & Media Relations Office posted a General Alert on the County's website, from June 20, 2016, to July 5, 2016, and from July 6, 2016, to July 19, 2016, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance (WFPLBG). The Resumes of six individuals who are interested in serving on the WFPLBG were received.

BACKGROUND:

Escambia County's Community & Media Relations Office posted a General Alert on the County's website, from June 20, 2016, to July 5, 2016, and from July 6, 2016, to July 19, 2016, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance (WFPLBG). The Resumes of six individuals who are interested in serving on the WFPLBG were received. Resumes of all 6 candidates are provided for review.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section 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

Ballot

Attachments

Stephanie J. Clark
Sally Bussell Fox
Alice Claudine Kriss
Joseph S. Lloyd
Donna Gail Spencer
Dean Turner

18 July 2016

Mr. Todd J. Humble Director West Florida Public Libraries 239 N. Spring St. Pensacola, FL 32502

Dear Mr. Humble,

I would like to volunteer to fill the vacancy on the West Florida Public Library Board of Governance. I am a resident of Escambia County and very interested in becoming more involved with the public library system.

As you can see from my attached resume, I have spent my career in libraries. I have worked in public and academic institutions as well as at a federal grant making agency. I am a big believer in libraries as trusted community resources and safe places that can have a unique role in building community engagement. I would be honored to work as part of the West Florida Public Library Board of Governance to support the vision and mission of your organization.

If you have any questions at all, please feel free to contact me at <u>sjclark777@gmail.com</u> or 850-474-2413.

1

Sincerely,

Stephanie Clark

Stephanie J. Clark

3012 Liana Lane Pensacola, FL 32505

PHONE: 202-412-1075 (cell)

850-474-2413 (work)

EMAIL: siclark777@gmail.com (personal)

sclark2@uwf.edu (work)

EDUCATION

Virginia Polytechnic Institute & State University – Masters in Public Administration, 2014 Honors: The Honor Society of Phi Kappa Phi

Golden Key International Honour Society

University of South Carolina – Masters in Library and Information Science, 2001 University of South Carolina-Spartanburg – Bachelor of Arts in History, 1995

University of West Florida, Cross-Cultural Competency Certificate, 2016 Harvard Leadership Institute for Academic Librarians, Harvard Graduate School of Education, Harvard Institutes for Higher Education, 2011

PROFESSIONAL EXPERIENCE

April 2015 - Head, Circulation Department

Present University of West Florida, John C. Pace Library

Manage the day-to-day operations of the Circulation Department, including staffing, planning, policies and procedures, technology, and budget. Develop and implement annual objectives. Responsible for quality control of Circulation services. Oversee maintenance of collections.

Coordinate circulation operations with the Professional Studies Library and the Emerald Coast Library. Coordinate relevant policies, procedures, and services with University departments such as Controller's office, ITS, Nautilus Card Office, and the Alumni Office.

Serve as the primary contact for copyright issues as related to library resources. Conduct assessments of Circulation services in a process of continuous improvement. Collaborate with other library units on selection of materials for the Permanent Reserve, media and paperback collections.

January 2013 – **Branch Manager**

February 2015 Alexandria Library, James M. Duncan Branch Library

Responsible for the day-to-day operations of the City of Alexandria's Duncan Branch Library. Managed fourteen employees through four direct reports (Youth Services Manager, Circulation Manager, and two Reference Librarians). Responsible for hiring decisions, evaluations, and discipline issues within the Branch.

Prepared annual goals and objectives for the Duncan Branch Library. Wrote monthly, annual, and special reports for Library Administration. Recommended revising or developing new library policies and procedures. Interpreted library policies for patrons and resolved patron complaints or concerns.

Participated in Library-wide as well as City initiatives. Member of All Alexandria Reads planning committee (select title as well as plan programming around themes in book selected), Needs Assessment team (Library-wide initiative to inform future services and programming), and Results Alexandria (City initiative to develop work plans and clear outcomes for each City Department).

Managed the materials budget and gift funds for the branch. Responsible for developing and evaluating adult material collections. Oversaw program planning for the branch.

Liaison to the Friends of the Duncan Branch Library. Assisted in coordinating bi-annual book sales, budget development, and large-scale projects (e.g., landscaping plans for the Library grounds).

November 2007- **Director of Planning and Assessment**January 2013 Georgetown University, Lauinger Library

Led the strategic planning process across the Library by coordinating the work of the Leadership Council to develop long-range goals and initiatives that supported our parent institution's mission as well as moved the Library forward in its vision of being an "icon of transformation" for the University community served. Coordinated trend research and environmental scans to inform the strategic planning process.

Led the design, development and implementation of programs, policies, and strategies through active participation in Executive Council and as chair of Leadership Council. Participated in committees and working groups within the Library and across campus (e.g., Scholarly Communication Committee, Events and Exhibits Committee, Middle States Reaccreditation Working Group 1) to inform planning activities as well as build partnerships.

Coordinated assessment activities across the Library. Managed the Institutional Review Board (IRB) proposal process to ensure surveys and studies complied with University and IRB rules and procedures. Assisted in developing a Library Management Dashboard Report in response to the University President's effort to develop metrics for each unit on campus. Aggregated in-house statistics that had previously been scattered across departments in one area within internal staff wiki that is accessible by all staff as part of larger effort to encourage data-driven decision-making at every level.

Oversaw the proposal application and grant management process. Identified opportunities for external and internal resources to support Library goals and priorities to advance the strategic direction of the Library. Managed the process for routing proposals through the Office of Sponsored Programs to ensure that all staff time and funds allocated to a project were properly accounted for and tracked. Collaborated with Foundation Relations to identify private foundations that could be a potential match for fundraising priorities as well as to develop initial approach to any foundation.

November 2003- **Program Officer/Senior Program Officer**November 2007 Institute of Museum and Library Services

Managed grant cycle activities associated with the Laura Bush 21st Century Librarian Program.

Contributed to program policy development and assisted in identifying areas that required new program policies.

Interpreted program legislation, requirements, and related guidance for prospective applicants as well as counseled unsuccessful applicants on potential revision of proposals for resubmission.

Coordinated communication with panel reviewers for the Program. Ensured that reviewers had appropriate qualifications, understood what was expected of them, and received compensation for their work.

Negotiated grants, cooperative agreements, and associated budgets with prospective awardees and ensured that applicants complied with required terms and conditions as set forth in the program legislation, OMB circulars, grant guidelines, and IMLS policies.

Managed active grants and cooperative agreements by reviewing performance reports, counseling grantees about proposed project changes, and ensuring that grantees were apprised of IMLS and Federal requirements.

Managed the work of seasonal contractors assigned to the Office of Library Services. Coordinated their work across the discretionary programs to ensure tasks were completed efficiently and effectively.

Represented IMLS programs and policies to the public, and at meetings, making presentations about funding opportunities as well as successful projects.

May 2001- Special Assistant to the Deputy Director for Libraries

November 2003 Institute of Museum and Library Services

Coordinated development of guidelines for the Recruiting and Educating Librarians for the 21st Century grant program (now Laura Bush 21st Century Librarian Program). Coordinated revision and production of guidelines for National Leadership Grants, Native American Library Services, and Native Hawaiian Library Services, as well as other publications relating to library programs. Assisted with grant program support.

Organized IMLS exhibits, including identifying potential exhibit sites. Assisted with planning and coordination of IMLS conferences, meetings, and other public activities relating to libraries. Represented IMLS programs and policies to the public.

Provided administrative support to the Deputy Director in the Office of Library Services. Coordinated the Deputy Director's travel and scheduling. Prepared correspondence, speeches and presentations for the Deputy Director.

PARA-PROFESSIONAL EXPERIENCE

1991-2001 Spartanburg County Public Libraries

Worked in a variety of positions, beginning as a page/shelver at the Middle Tyger Branch Library and then moving into a Branch Assistant position working the public service desk assisting with circulation and reference duties. Transferred to a Reference Assistant position at the Headquarters Branch where I was responsible for the periodicals section and managed the public internet computers. As part of the Gates Foundation grant to the County, I served as one of two trainers for the Spartanburg County Public Libraries.

Institutional & Community Service

Member, American Society for Public Administration

Member, American Library Association

Member, Library Leadership and Management Association

Member, Association of College and Research Libraries

Member, Florida Library Association (FLA)

FLA Scholarship Committee - 2015

Member, Florida Association of College and Research Libraries (FACRL)

FACRL Student Scholarship Subcommittee – Fall 2015

Volunteer, Guardian ad Litem, First Judicial Circuit (FL) – July 2015 to present

Member, IMPACT 100 Pensacola, Arts and Culture Committee - 2016

Member, Library Faculty Council

Member, Collection Development Committee

Member, Book Ordering Task Force (summer 2015)

Member, UX Summer Task Force (Journey mapping group)

Member, Institutional Effectiveness Advisory Board

Member, Doctoral Dissertation Committee for Brittnee Fisher at University of West Florida

Member, Growth and Development Committee (2015 to present)

Volunteer Interviewer, President's Scholarship Competition – November 2015

Volunteer Reviewer, Office of Undergraduate Research Project Awards – December 2015

Member, Florida Academic Repository (FLARE) Statewide Storage Task Force

Member, All Alexandria Reads planning committee, Alexandria Library (2013, 2014)

Member, Needs Assessment Team, Alexandria Library (FY 2014)

Member, Results Alexandria, Alexandria Library (FY 2014)

Member, Scholarly Communication Committee, Georgetown University (2008 – 2013)

Chair, Leadership Council, Georgetown University, Lauinger Library (2009 – 2013)

Member, Events and Exhibits Committee, Georgetown University, Lauinger Library (2010 – 2013)

Member, Middle States Reaccreditation Working Group 1 (Document Roadmap and Inventory of Planning Activities), Georgetown University (2010 – 2011)

Member, Washington Research Libraries Consortium, Shared Expertise Committee (2011 – 2013)

Member, Washington Research Libraries Consortium, Grants Task Force (2011 – 2012)

Member, Catholic Research Resources Alliance, Strategic Plan Task Force (Sept. 2011 – Feb. 2012)

Reviewer, Laura Bush 21st Century Librarian Program, Institute of Museum and Library Services (2011)

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Reviewer, Student Support Services, Department of Education (2010)

Reviewer, Community Enhancement Grants, Arlington Community Foundation (2010)

Reviewer, National Award for Museum Service nominations (2006)

Reviewer, National Award for Library Service nominations (2004 and 2007)

Reviewer, Coming Up Taller Awards (2003, 2004, 2005, and 2006)

SALLY BUSSELL FOX

Work:

30 South Spring Street Pensacola, FL 32502

(850) 433-6581 (850) 434-7163 (fax)

e-mail: sfox@esclaw.com

Home:

3045 Robertson Road Pensacola, FL 32507

(850) 712-1770

Licensure, Certification and Designation

Attorney at Law - Admitted to Practice Before:

State of Florida

- All Courts

U.S. District Court - Northern District of Florida

- Middle District of Florida

- Southern District of Florida

U.S. District Court - Southern District of Alabama

U.S. Court of Appeals - Eleventh Circuit

U.S. Supreme Court

Florida Bar Certified as a Specialist in Real Estate Law

"AV" Rated by Martindale-Hubbell

Mediator

-Circuit

-Civil

-Mortgage Modification in the Florida Northern District Bankruptcy Court

Areas of Special Training

Real Property and Commercial Transactions and Litigation, Creditors' Rights, Foreclosures, Collections, Land Use, Banking, and Business Formations and Operations

Professional Experience and Employment

2002 - Present

Attorney At Law – Director/Managing Partner

Emmanuel, Sheppard and Condon, P.A. - Pensacola, Florida Practice primarily in areas of real property and commercial litigation, creditor rights, foreclosures, collections, banking, business formations and operations.

1998	- 2	200	12
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Attorney At Law - President/CEO,

Carney Bussell & Associates Law Firm, P.A.

- Pensacola, Florida

Practice primarily in areas of land use, real property, creditor bankruptcies, foreclosures, collections, banking, finance company and credit union laws, real property and business litigation, intellectual property, business formations and operations -domestic and foreign.

1992 - 1998

Attorney At Law - Shareholder, Carlton, Fields, Ward, Emmanuel, Smith & Cutler, P.A.- Pensacola, Florida Practice primarily in areas of creditor bankruptcies, foreclosures, collections, banking and credit union laws, real property, intellectual property and business.

1996 - 2003

Code Enforcement Special Master - Escambia County, Florida

1996 - 2003

Rezoning Hearing Examiner - Escambia County, Florida

1997 - 2009

Animal Control Special Master - Escambia County, Florida

1983 - 1992

Attorney At Law - Shareholder, Harrell, Wiltshire, Swearingen, Wilson & Harrell, P.A., Attorneys at Law- Pensacola, Florida Practiced primarily in areas of creditor bankruptcies, foreclosures, collections, banking and credit union laws, real property and business.

Academic Qualifications

Law School:

Cumberland School of Law of Samford University Birmingham, Alabama Date of Graduation - May, 1983, Doctor of Jurisprudence Class Rank: Top 12%

University of Heidelberg, Germany Summer - 1981, Comparative Law Law School

Associate Editor and Member - The American Journal of Trial

Honors:

Advocacy Law Review - 1981-1983

Cumberland and National Dean's List - 1980-1983 Who's Who Among Law Students - 1981/82

Undergraduate:

Sophie Newcomb College of Tulane University

New Orleans, Louisiana

Date of Graduation, May, 1980, Bachelor of Arts

G.P.A.- 3.4/4.0

Major: Political Science/International Relations Intensive Studies in: Economics, Russian and French Educational Tutor - French and Russian - 1977-1980

Membership in Professional Societies, Organizations and Honors

The Florida Bar - 1983-Present

Business Law Section

Bankruptcy-UCC Committee - Member - 1990 - 1999 and 2009 - Present

Communications Committee – Member – 2010 to 2011

Professional Ethics Committee 1984-1994

Real Estate Certification Committee - 1994-1998

Chair 1996-1997

Vice Chair 1995-1996

Real Property, Probate & Trust Law Section of Florida Bar – Member - 1984 –

Present

Executive Council - 1995 - 2004

First Circuit Representative, 1998-2004

Chair, Zoning and Code Enforcement Subcommittee - 1997 - 1998

Escambia-Santa Rosa Bar Association - 1983-Present

President, 1995-1996

President-Elect - 1994-1995

Secretary - 1992-1993

Executive Council - 1990-1993, 1994-1997

American Bar Association - 1983-Present

Consumer Bankruptcy Committee - 1991-1999

Foreclosure and Related Remedies Committee - 1992-1999

Workouts, Enforcement of Creditors' Rights and Bankruptcy

Committee - 1993-1994

Northern District of Florida Bankruptcy Bar Association - 1990-Present Chair, Membership Committee – 1998-1999 Board Member - 1992-1997 Secretary - 1993-1994; 1995-1996

Florida Academy of Professional Mediators, Inc. - Member - 2010 - Present

Judicial Nominating Committee First Judicial Circuit – 2008 - 2012 Appointed by Gov. Bush

Emerald Coast Sustainable Committee – 2006 - 2008 Appointed by Gov. Crist

Authorized Agent for:

Stewart Title

Westcorp

Ticor Title/Fidelity Title/ Chicago Title

Old Republic/The Fund

Attorneys' Title Insurance Fund, Inc. 1st Circuit Advisory Team

Business Network International – Member 2002 – 2006, 2013 - Present President 2005 - 2006

Current Community Activities

Impact 100 - Pensacola - Member - 2010 to 2011, 2016

Pensacola Humane Society - Board Member - 2015 - Present

Pensacola Rotary Club - Member, 1995-Present

Sunshine Committee - Chair - 2014 - Present

Board Member - 1998-2000

Membership Development & Classification Committee - 2000

Scholarship/Loan Committee 2001-2008

Newsletter Writer - 2001-2002

Pensacola Opera – Board Member - 2011 to Present Executive Committee Member – 2014 - 2015 Governance Committee, Chair – 2012 - 2015

American Wine Society – Member – 2008 to Present Board Member – 2014 – Present Marionettes – 2004- present – Mardi Gras organization Board Member – 2008 - 2009 Court Member – 2013

Historic Community Activities

Leadership Pensacola, Class of 1987 - (LEAP Pensacola Chamber of Commerce)

Tiger Bay Club - 1989 to Present
President 2011 - 2012
Board Member 2008 til Present
Vice President of Speakers 2010 – 2011

WSRE – Public Broadcasting Board of Directors – 2003 to 2010

Junior League of Pensacola – 1988 - Present President – 2000 - 2001 President-Elect – 1999 - 2000 Past Secretary and Board Member

Member of International Paper's Community Advisory Counsel – 2003

American Red Cross/Northwest Florida Region Board of Directors-2002-2006

Women's Business Assistance Center, Inc. – Board Member 2001 - 2005 Diamond Network Charter Member

United Way of Escambia County Board Member - 1998 - 2002

Escambia County Council on Aging Foundation, Inc -Board Member - 1994-1998 Secretary

Escambia County Council on Aging, Inc. Board Member – 1996 - 1998 Secretary – 1997-1998

Regional Greenways Task Force for the Northwest District of Florida - 1997-1998

Pensacola News Journal Editorial Board - 1996-1997

Sacred Heart Hospital Advisory Council for Women's Health Services Charter Board Member – 1996 - 1997

Cumberland Law School Alumni Class Agent - 1994-1997, 2007 -2008 Reunion Committee - 2013

Femme Nouvelle – 2004 – 2007 – Mardi Gras organization

Interests:

Travel, languages, scuba diving, fishing and hiking

Publications and Speaking Engagements:

Frequent Lecturer to attorneys for legal bar associations and to lay people. Frequent Publisher of educational legal articles. List of publications and speaking engagements furnished upon request.

Alice Claudine Kriss

4311 Bayou Blvd. M130, Pensacola, FL 32503 | 850-206-2785 | ckriss42@cox.net

July 8, 2016

Todd Humble
Director, West Florida Public Libraries
239 N. Spring St.
Pensacola, FL 32502
tjhumble@mywpl.com

Dear Todd:

I am interested in serving on the Board of Governance for West Florida Public Libraries. As you know, I have been active with the Friends of West Florida Public Libraries for several years, serving on the board as President and now as Secretary. I have attended many of the Board of Governance meetings since the Board was established.

While I am not an expert on libraries and library procedures, I am a quick learner and am very interested in making sure that we have one of the best library systems in the state.

I am including my resume and hope that you and the Board of County Commissioners will consider me for the vacant position created by the untimely death of Frances Yeo.

Sincerely,

Alice Claudine Kriss

ALICE CLAUDINE KRISS

OBJECTIVE

Member of Board of Governance for West Florida Public Libraries.

PROFESSIONAL ACHIEVEMENTS

JOURNALISM

Started as a community columnist for a small weekly paper in Lakeside, Ohio. Moved to a full-time reporter position at a daily paper in Port Clinton, Ohio. While there, served as County Editor, News Editor, Interim Editor and Editor. Won Ohio Newspaper Women's Association awards for feature writing, Associated Press awards for news writing and Gannett Co. award for editorial writing. After 20 years at the Port Clinton paper, moved to the Pensacola News Journal in Florida where I served as Neighbors Editor for 15 years and Santa Rosa County Bureau Chief for about 18 months before retiring in 2007.

COMMUNITY

Served on Advisory Council for the Retired and Senior Volunteer Program, St. Michael's Cemetery Foundation Board, Santa Rosa Arts and Culture Foundation Board, Pensacola Heritage Foundation Board and Friends of West Florida Public Library Board.

Currently Secretary of Friends of West Florida Public Library Board and volunteer at the Friends' used book stores.

Currently on the Steering Committee for the Galvez Monument Project.

ARTS

Member of the Great Gulfcoast Arts Festival Planning Committee since 2004. Served as Art Show Committee Co-Chair in 2011; Art Festival Co-Chair in 2012; Art Festival Vice Chair in 2013 and Art Festival Chair in 2014. Currently Chair of the Emerging Artists Committee and Secretary of the GGAF Board of Directors.

SKILLS

Have written or helped write grant proposal for Pensacola Heritage Foundation and Galvez Monument project.

Proficient with Microsoft Word

Write and put together newsletters for Pensacola Heritage Foundation.

Have written numerous press releases for various organization.

Editing. For about 30 of my almost 40 years in the newspaper business, part of my job was editing copy. I have also edited a published book.

NEIGHBORS EDITOR/ASSISTANT METRO EDITOR, PENSACOLA NEWS JOURNAL, PENSACOLA, FL

October 1992-June 2007

SANTA ROSA BUREAU CHIEF, PENSACOLA NEWS JOURNAL, MILTON, FL

November 2002-March 2005

EDITOR, PORT CLINTON NEWS HERALD, PORT CLINTON, OH

October 1990-Oct. 1992

WIRE/BUSINESS EDITOR, FREMONT NEWS MESSENGER, FREMONT, OH

March 1988-October 1990

REPORTER, COUNTY EDITOR, NEWS EDITOR, INTERIM EDITOR, PORT CLINTON NEWS HERALD, PORT CLINTON, OH

December 1972-March 1988

EDUCATION

HIGH SCHOOL DIPLOMA, ALTUS HIGH SCHOOL, ALTUS, OK, MAY 1960

GPA 3.96. Graduated fourth in my class of almost 200 students. Emphasis on Math and science. Received a National Science Foundation scholarship in my Junior year to attend Texas Women's University during the summer of 1959 to study Chemistry and Biology. That was the equivalent of 14 college credit hours. During my Senior year of high school I also attended Altus Junior College, earning an additional 12 college credit hours in History, English, Speech and Typing.

REFERENCES

TOM NINESTINE

Engagement Editor, Pensacola News Journal 850-435-8698; tninestine@pnj.com

EILEEN PERRIGO

President, Great Gulfcoast Arts Festival Board of Directors 850-776-6575; eperrigo@uwf.edu

Joe Lloyd 4430 Chula Vista Pensacola, FL 32504

1 July 2016

Todd J. Humble Director, West Florida Public Libraries 239 N. Spring St Pensacola, FL 32502

Dear Director Humble:

I would to submit my CV for consideration as a Public Library Board of Governance volunteer.

I chose Pensacola as the place I wanted to spend the rest of my life in after retiring from the military. I love our city and would like to be part, albeit a small one, of keeping our city great.

I have lots of experience in both long term planning and in finding common ground with groups with competing interests. For these reasons, I think I might be of some service as a member of the Public Library Board of governance.

Respectfully,

Joe Lloyd

JOSEPH S. LLOYD

4430 Chula Vista Pensacola, FL 32504 (850) 499-1800 jlloyd@csg-llp.com

SUMMARY

Joseph Lloyd is an adjunct facility member with the Joint Special Operations University where he has taught for ten years. His area of expertise is on various aspects of Insurgency, Counterinsurgency, Counter Terrorism and Joint Operational Planning for special operations.

As a civilian, he has served a wide range of jobs ranging from mentoring US and Iraqi Staff Corp level staff officers to teaching Joint Operational Planning to NATO and other allied service members.

WORK EXPERIENCE

CIVILIAN

June 2010 to present. Adjunct Faculty member, Joint Special Operations University, International Team.

- Teach various topics on Irregular Warfare to foreign special operations operators and enablers
- Teach Joint Operational Planning to US and foreign special operations operators and enablers

Jan 2011 to 2015, Consultant, Institute for Defense Analysis

- Served as a subject matter expert on terrorism attack methodology and planning to assist in developing unbiased conditional risk models to support sponsoring agency requirements
- Served as cell leader for red-cell Internet Derived Targeting of selected US sites
- Co-developer of the Training Support Packet for the Army Corp of Engineer's "Common Risk Model Dams" course

November 2013 to present, Facility Security Officer (FSO), CSG-LLP

• Serve as the focal point for all security related issues for CSG-LLP

June 2010 to Sep 2011. Operations Chief, CSG-LLP

- Responsible for the over planning exercises in support of the Defense Threat Reduction Agency (DTRA)'s Transformation Medical Transition (TMT) program
- Supervised 5 personnel in support of DTRA's Transformation Medical Transition (TMT) program

Mar 2009 to February 2010. Operations Lead, Joint Expeditionary Forensics Facility (JEFF), Kandahar, Afghanistan.

- Stood up the initial JEFF lab in Kandahar, Afghanistan to include site preparation & commissioning.
- Responsible for all personnel administration, maintenance, and non-technical operations of the JEFF 6 forensic lab.
- Helped write the Operations SOP governing the duties of the Ops Lead throughout the CENTCOM AOR.

Sep 2008 to Mar 2009. Special Operations Foreign Internal Defense Advisor to the Military Transition Team, Baquba Province, Iraq.

- Assisted a US Military Transition Team mentor an Iraqi Corp level Commander and his staff.
- Served as Ops Officer in the Diyala Province (Iraq) Joint Operations Center during the 2009 Iraqi National Elections

May 2003 to Sep 2008. SOF Ground SME, Joint Special Operations University.

- Instructor and course director at the Joint Special Operations University (JSOU).
- Lead planner for all JSOU's Mobile Education Teams to the CENTCOM AOR.
- Built and directed JSOU's first Irregular Warfare course.
- Planned and directed JSOU's Mobile Education Team in support of the Special Forces Basic and Advanced Warrant Officer Courses.
- Lectured on various topics related to insurgency, counterinsurgency and counter terrorism.

MILITARY

Oct 1998 to Apr 2003. USASFC's Ground Liaison Officer to USAF 16th SOW.

- Served in the SOLE, the CJSOFT (TF Dagger) Special Activities Cell, and as Executive Officer of a Special Forces Company during Operation Enduring Freedom, Afghanistan.
- Independently led and executed USSOCOM's HAVE ACE program.
- Instructed US and foreign Special Operations Forces (SOF) in Air Force Special Operations Command aircraft familiarization, Call for Fire procedures, infiltration/exfiltration techniques, and Combat Search and Rescue tactics integrated into Joint Live Fire exercises.

Mar 1994 to Oct 1998. Assistant Detachment Commander, SORSE.

- Responsible for administration, execution and support of selected classified and unclassified Special Projects in support of USSOCOM and DOD initiatives.
- Developed Operational Requirement Documents (ORD).
- Planned and executing Operational Evaluation tests (OPEVAL).
- Conducted numerous high level briefings to General Officers & Senate Senior staffers.

• Wrote the draft for USSOCOM's Mission Scenarios Doctrinal Template for civilian contractors and other documents for USSOCOM's RDT&E programs.

Dec 1992 to Mar 1994. Detachment Commander.

- Responsible for all long term planning and guidance for the unit.
- Established unit policy and procedures.
- Provided general supervision of 10 NCOs.

Aug 1989 to May 1992. Special Forces Operations NCO.

- First line supervisor of nine NCOs.
- Responsible for the planning and execution of all internal & external training.
- Served as the principle advisor to the Commander of Kuwait's only Armor Brigade as a 'frocked' Captain during Desert Shield/Desert Storm.
- Commanded three O-3s and twenty-four enlisted ranks from both the US Army and US Air Force during Desert Shield/Desert Storm.
- Selected to represent 3/5th SFGA for the US Army's official historical account of Desert Shield/Desert Storm.

Aug 1986 to Jul 1989. Special Forces Intelligence NCO.

• This was a Special Mission Unit whose mission is still classified.

Dec 1983 to Jul 1986. Special Forces Medical NCO.

- Senior medical NCO and a Dive Medical Technician on a Special Forces dive team.
- Conducted medical cross training and providing medical treatment to detachment members and other foreign nationals.

Dec 1979 to Nov 1982. Special Forces Medical NCO.

- Taught small unit tactics and Counter Insurgency techniques to El Salvadorian soldiers during that country's communist led insurgency.
- Planned and conducted training with foreign national soldiers.
- Wrote & translated lesson plans into Spanish.
- Assessed unit & individual strengths & weaknesses of US and foreign soldiers.

EDUCATION, CERTIFICATION & QUALIFICATION

Civilian

Bachelor of Science (Cum Laude), University of the State of New York (Regents), Albany, New York, May 1998

Yale University Summer Language Institute- Spanish, 1981

PUBLICATIONS

- Jason A. Dechant, John Conley, Joseph S. Lloyd, et al, "Internet Derived Targeting: Rivanna Station", P-4700, Institute for Defense Analyses, Jan 2011
- Zack Rebold et al, *Defense Critical Infrastructure Internet-Derived Targeting*, Institute for Defense Analysis Paper P-4338, Institute for Defense Analyses, 2012
- Jason A. Deschant, et al, *Implementation of the Common Risk Model for Dams, vol 1 & 2*Institute for Defense Analysis Paper P-4795, May 2012

John D. Shelton

From:

Dg Spencer <dg.spencer@yahoo.com>

Sent:

Thursday, July 07, 2016 10:33 AM

To:

John D. Shelton

Subject:

Re: Board of Governance Position

Yes John David, I am still interested in helping my community by continuing the great works initiated by Frances.

She will be sorely missed.

Thank you,

Donna Gail Spencer

850.384.4472

On Thu, Jul 7, 2016 at 9:36 AM, John D. Shelton < jdshelton@mywfpl.com > wrote:

All,

Sadly, Francis Yeo passed away recently. This unfortunate event opens up a position on the Library Board of Governance. I am sending this email out to everyone who recently expressed interest in the position when it was last available. Please indicate your interest in this position by emailing me your latest application/resume. Thank you.

John David Shelton

Director's Aide

West Florida Public Libraries

239 N. Spring Street

Pensacola, FL 32502

jdshelton@mywfpl.com

850.436.5033

in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.

Donna Gail Spencer Pensacola, Florida (850) 384.4472

dgspencer7@gmail.com

https://www.linkedin.com/in/donna-gail-spencer-ab552b23

Professional Overview

I am passionate about providing solutions for clients around the country. I design and the help implement various systems to help them achieve their goals. My primary focus is educating and empowering women, and business owners with a particular concentration on those previous generations that may have been left out of the "serious business discussions."

I have over 18 years of creating & maintaining client relationships in the Design & Construction industry and the Financial Services industry, by assisting in identifying gaps and efficiency opportunities. I have engaged large professional firms, governmental entities, design associations, bankers, realtors, individuals, manufacturing facilities, contractors, and lumberyards by implementing new policies, processes, and procedures. I have superior problem solving skills with organizational expertise, and am detail oriented with good organizational skills. My strong work ethic and ability to multitask is proven.

Employment

2/2016 - Currently Bennett Shuman Architects, AIA

Pensacola, FL

CAD drafter, Marketing, Social Media

- Draft both commercial and residential projects
- Assist with Code Compliance direction & research
- Assist with on-site inspection, including catastrophe rebuilding

2014 - Currently Michael R. Spencer Architects

Ft. Walton Beach, FL

- CAD drafter, Code Compliance
- Draft both commercial and residential projects
- Assist with Code Compliance direction & research
- Assist with on-site inspection, including catastrophe rebuilding

2010 – 2015 Wells Fargo Advisors, LLC

Pensacola, FL

Financial Advisor & Complex Operations Liaison

- Attain & retain clients by assisting with design & implementation of both short and long-term investment needs
- Have a FINRA Series 7, and 66 licenses, licensed to practice in 9 states
- Appointed with 23 different Life Insurance companies

2009 - 2010 **Edward Jones**

Pensacola, FL

Financial Advisor

- Helped clients determine financial and investment needs
- Have a current FINRA Series 7, a Series 66, and am licensed to practice in 6 states
- Was appointed with 7 different Life Insurance companies to see complete lines of their products

2006 – 2008 Doug Whitfield Residential Designs, Inc.

Pensacola, FL

Cad Drafter

- Drafted upscale single-family residential homes on the various waterways, we have here in the Florida panhandle
- Produced architectural "working" drawings while attending to inventory, communication, scheduling, code compliance, and other regular daily duties

Clubs/ Organizations

2016 TED Med, Ambassador

2016 LeaP Curriculum Committee (Team Tallahassee)

2016 IB West Capital Campaign Committee (for the playground for visually impaired children)

2016 United Way Community Investment – (Health Panel)

2016 Pensacola Symphony Orchestra Guild

2016 Institute for Women in Politics – (Membership committee)

Awards/ Notations

2015 recipient *Volunteer of the Year* award, Florida Panhandle, Wells Fargo 2013 nominated for The Greater Pensacola Area's *PACE Award* – Emerging Leader Leadership Pensacola, Alumni – Voted *Most Likely To... Inaugural member* of The North Florida Diversity Council for Wells Fargo

I am interested in exploring career opportunities with your organization. The enclosed resume' details my relevant background and experience; my drive, enthusiasm, and personal initiative can only be revealed during a face-to-face meeting.

I can provide letters of recommendation from previous employers and customers as well as sales documentation and references.

I	look	forward	to	hearing	trom	you	soon
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Sincerely,

Donna Gail Spencer

John D. Shelton

From:

Dean Turner <dean-turner@cox.net>

Sent:

Thursday, July 07, 2016 3:43 PM

To:

John D. Shelton

Subject:

RE: Board of Governance Position

Attachments:

Dean Turner 2016.doc

John -

I continue to have interest in the position. My current CV is attached. Thank you.

Dean Turner 5174 Pale Moon Drive Pensacola, FL 32507 (850) 607-2833 (H) (850) 530-1850 (C) dean-turner@cox.net

From: John D. Shelton [mailto:jdshelton@mywfpl.com]

Sent: Thursday, July 7, 2016 9:37 AM

Cc: Todd J. Humble

Subject: Board of Governance Position

All,

Sadly, Francis Yeo passed away recently. This unfortunate event opens up a position on the Library Board of Governance. I am sending this email out to everyone who recently expressed interest in the position when it was last available. Please indicate your interest in this position by emailing me your latest application/resume. Thank you.

John David Shelton Director's Aide West Florida Public Libraries 239 N. Spring Street Pensacola, FL 32502 jdshelton@mywfpl.com 850.436.5033

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.

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.

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 multidisciplined 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.

BCC: 08-18-2016



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

BALLOT

WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE

	Appoint Stephanie J. Clark
	Appoint Sally Bussell Fox
	Appoint Alice Claudine Kriss
	Appoint Joseph S. Lloyd
	Appoint Donna Gail Spencer
	Appoint Dean Turner
SIGNATURE:	