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. <u>CHAMBER RULES</u>

1. IF YOU WISH TO SPEAK, YOU WILL BE HEARD.

2. YOU MUST SIGN UP TO SPEAK. SIGN-UP SHEETS ARE AVAILABLE AT THE BACK OF THE ROOM.

3. YOU ARE REQUESTED TO KEEP YOUR REMARKS BRIEF AND FACTUAL.

4. BOTH SIDES ON AN ISSUE WILL BE GRANTED UNIFORM/MAXIMUM TIME TO SPEAK.

5. DURING QUASI-JUDICIAL HEARINGS (I.E., REZONINGS), CONDUCT IS VERY FORMAL AND REGULATED BY SUPREME COURT DECISIONS.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

REPLACEMENT AGENDA

<u>Board of County Commissioners</u> <u>Regular Meeting – October 6, 2016 – 5:30 p.m.</u> <u>Ernie Lee Magaha Government Building – First Floor</u>

1. Call to Order.

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

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

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

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

5. Commissioners' Forum.

6. Proclamations.

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

A. The Proclamation commending and congratulating Jim Brown, Environmental Enforcement Officer, Department of Natural Resources Management, Environmental Enforcement Division, on his selection as "Employee of the Month" for October 2016; and

B. The Proclamation recognizing and congratulating Secretary James T. Barfield, P.E., on his 30 years of faithful service to the public.

7. Retirement Proclamations.

<u>Recommendation:</u> That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Cheryl L. Anderson, Jail Corrections Officer, Corrections Department, on 22 years of dedicated service;

B. The Proclamation commending and congratulating Joseph Edward "Ed" Davison, Storekeeper/Warehouse Technician, Public Works Department, on 35 years of dedicated service;

C. The Proclamation commending and congratulating Michael W. Day, Jail Corrections Officer, Corrections Department, on 27 years of dedicated service;

D. The Proclamation commending and congratulating Bertha L. Fountain, Office Support Assistant, Corrections Department, on 6 years of dedicated service;

E. The Proclamation commending and congratulating Tanja S. Howard, Detention Assistant, Corrections Department, on 14 years of dedicated service;

F. The Proclamation commending and congratulating Dallas R. King, Jail Corrections Officer, Corrections Department, for 26 years of dedicated service;

G. The Proclamation commending and congratulating Kurt A. Klinglesmith, Jail Corrections Officer, Corrections Department, for 28 years of service;

H. The Proclamation commending and congratulating Roger H. Lariviere, Jr., Jail Corrections Officer, Corrections Department, for 15 years of service; and

I. The Proclamation commending and congratulating Sherri W. Sullivan, Jail Corrections Officer, Corrections Department, for 11 years of service.

8. Written Communication

September 19, 2016, communication from William D. Stokes, Clark Partington Attorneys At Law, Requesting that Escambia County Provide Relief of Code Enforcement Lien Attached to Property Located at 1400 East Nine Mile Road

<u>Recommendation</u>: That the Board review and consider lien relief request made by William D. Stokes against property located at 1400 East Nine Mile Road.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, 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 any of the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Mr. Stokes is representing Shirley Codrington, daughter of the owners.

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

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

10. 5:31 p.m. Public Hearing Concerning the Fiscal Year 2015-2016 Grant Application for Federal Transit Administration Funding for Bus and Bus Facilities Program: Grant 5307 for Escambia County Area Transit

<u>Recommendation:</u> That the Board take the following action concerning the Fiscal Year 2015-2016 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

A. Conduct the 5:31 p.m., Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$3,167,710, in Federal Assistance on mass transit projects;

B. Approve, or amend and approve, the Grant Application, after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman to execute all appropriate documents for the processing and receipt of Federal funds from the Federal Transit Administration; and

D. Authorize the ECAT General Manager to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

[Funding: The Grant Application is for a total of \$3,167,710. Capital Assistance (1,974,477) requires a local 80/20 match of \$479,361, which will be covered by Florida Toll Revenue credits. Operating Assistance (\$1,250,265) requires a local 50/50 match of \$1,250,265. The local match is included in the Fiscal Year 2015-2016 Budget. Operating Expenses will be reimbursed at 50% up to the allowed maximum of \$1,250,265]

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. <u>Recommendation Concerning Acceptance of the August 2016 Investment</u> <u>Report</u>

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended August 31, 2016, as required by Ordinance Number 95-13; on August 31, 2016, the portfolio market value was \$275,353,851 and portfolio earnings totaled \$337,591 for the month; the short-term portfolio yield was 0.51%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.42%; the enhanced cash portfolio achieved a yield of 0.74%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.67%; the long-term CORE portfolio achieved a yield of 1.29%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.91%.

2. <u>Recommendation Concerning Acceptance of Documents</u>

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

A. The Fiscal Year 2016-2017 adopted budget for the Northwest Florida Water Management District (NFWMD), as provided by Wendy Dugan, Administration Division Director, NFWMD; and

B. The Settlement Agreement, General Release and Hold Harmless Agreement, regarding settlement of Julia Bonner vs. Escambia County, Florida, Case No. 2005 CA 000985"D," executed by Julia Bonner, based on the Board's action of January 4, 2007, approving to settle the lawsuit.

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

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

A. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held September 8, 2016;

B. Approve the Minutes of the Second Budget Pubic Hearing for consideration of the Fiscal Year 2016-2017 Budget, held September 20, 2016;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 22, 2016;

D. Approve the Minutes of the Attorney-Client Session held September 22, 2106; and

E. Approve the Minutes of the Regular Board Meeting held September 22, 2016.

GROWTH MANAGEMENT REPORT

- I. Public Hearing
- 1. <u>5:45 p.m. A Public Hearing Concerning the Review of an Ordinance</u> <u>Removing a Parcel From the Escambia County Mid-West Sector Plan, Detailed</u> <u>Specific Area Plan (DSAP)</u>

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO) an Ordinance removing the parcel within Section 3, Township 1N, Range 31W, Parcel Number 1302-000-003, from the Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan.

2. <u>5:46 p.m. - Cancellation of A Public Hearing Concerning the Review of an</u> Ordinance Amending LDC Chapters 3, 4, and 6

That the Board of County Commissioners (BCC) cancel the 5:46 p.m. Public Hearing scheduled for review and adoption of an Ordinance amending the Land Development Code (LDC), Chapters 3, 4, and 6, to modify the permitted and conditional residential uses of the Mainland Zoning Districts and related residential use provisions.

3. <u>5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance</u> <u>Amending the 2030 Future Land Use Map, LSA-2016-02</u>

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance to the Escambia County Comprehensive Plan amending Chapter 7, "Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use Map, changing the Future Land Use category of a parcel within Section 02, Township 2S, Range 31W, Parcel Number 3000-002-002 totaling 32 (+/-) acres, located between East Fence Road and Saufley Field Road, from Industrial (I) to Mixed-Use Suburban (MU-S).

4. <u>5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance</u> <u>Amending the 2030 Future Land Use Map, LSA-2016-01</u>

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan, as amended, amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use Map, changing the Future Land Use category of a parcel within Section 11, Township 1N, Range 31W, Parcel Number 1000-004-001 totaling 60.50 (+/-) acres, located North of Beck's Lake Road, from Mixed-Use Urban (MU-U) to Industrial (I).

At the June 7, 2016, Planning Board Meeting, the Board recommended approval to the BCC for transmittal to the Department of Economic Opportunity (DEO). At the July 7, 2016, BCC Meeting, the BCC approved the transmittal to DEO. II. Consent Agenda

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

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

November 3, 2016

A. 5:45 p.m. - A Public Hearing to amend the official Zoning Map to include the following Rezoning Cases heard by the Planning Board on October 4, 2016:

1. Case No.:	Z-2016-07
Address:	2793 Highway 297A
Property Reference No.:	36-1N-31-1100-000-000
From:	LDR, Low Density Residential district (four du/acre)
To:	MDR, Medium Density Residential district (10 du/acre, regardless of the future land use category)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District	5
Requested by:	Joe Rector, Agent for Jewell C. Bradfield, Owner
2. Case No.:	Z-2016-09
Address:	6883 West Hwy 98
Property Reference No.:	21-2S-31-1310-000-000 & 21-2S-31-1310-000-001
From:	LDMU, Low Density Mixed-use district (seven du/acre, regardless of the future land use category)
To:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)
FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	1
Requested by:	Wiley C. "Buddy" Page, Agent for Prakash D. Darji, Owner

B. 5:46 p.m. - A Public Hearing - Adding a Definition of "Limited Ag Uses" to the Comprehensive Plan - CPA-2016-03 (first of two public hearings)

C. 5:47 p.m. - A Public Hearing - Amending Chapter 12 of the Comprehensive Plan to Modify Extraction and Reclamation Limitations - CPA-2016-04 (first of two public hearings)

D. 5:48 p.m. - A Public Hearing - Residential Uses in Zoning Districts Ordinance (first of two public hearings)

E. 5:49 p.m. - A Public Hearing - Repealing and Replacing Chapter 5, Article 8 of the Land Development Code and Adoption a New Article 8, Outdoor Signs

F. 5:50 p.m. - A Public Hearing - Issuance of Additional Model Home Permits

COUNTY ADMINISTRATOR'S REPORT

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

That the Board approve the Request for Disposal of Property Form for one Cisco Catalyst 2950 SX switch for the Court Administrator's Office that was determined to be unfound during an extensive inventory search. This switch was identified during the Escambia 2015 Asset Inventory and only after a diligent search, it was declared to be lost or not-found. However, if said item is located in the future, it will be processed for re-instatement with the Escambia County BOCC.

2. <u>Recommendation Concerning the Request for Disposition of Property for the</u> <u>Pensacola Bay Center - Amy Lovoy, Assistant County Administrator</u>

That the Board approve the Request for Disposition of Property Form for the Pensacola Bay Center, and authorize the disposition of the following assets that have been described as in unusable, bad condition to be sent for recycling:

- A. Latitude E5500 Laptop Computer, Asset ID 58491;
- B. Pressure Washer with Access, Asset ID 40923;
- C. Cooler Walk In, Asset ID 36462; and
- D. Cleaner Carpet, Asset ID 48701.

All of the assets listed are County assets held and utilized by the Pensacola Bay Center, and have been found to be of no further usefulness to the County; thus it is requested that the items be auctioned as surplus or disposed of properly. 3. <u>Recommendation Concerning the Community Development Block Grant</u> <u>Demolition Assistance Program Modification - Tonya Gant, Neighborhood &</u> <u>Human Services Department Director</u>

That the Board take the following action concerning the Community Development Block Grant (CDBG) Demolition Assistance Program (Program):

A. Modify the Program eligibility to permit applicants with current Code Enforcement Liens to apply for assistance, provided that a payment plan is established; and

B. Authorize the County Administrator or his designee to execute all Program-related documents as necessary to implement the Program.

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

That the Board approve the six Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The listed items were not found during the Fiscal Year 2016 physical inventory of capital equipment, inventory retro to September 30, 2016.

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

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

6. <u>Recommendation Concerning a Resolution Relating to the Second Amended</u> <u>and Restated Interlocal Agreement with Florida Green Finance Authority - J.</u> <u>Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources</u> <u>Management</u>

That the Board adopt and authorize the Chairman to sign a Resolution relating to the Second Amended and Restated Interlocal Agreement Forming the Florida Green Finance Authority, providing Property Assessed Clean Energy (PACE) funding for energy efficiency, renewable energy and wind resistance upgrades to commercial property in Escambia County. 7. <u>Recommendation Concerning the Scheduling of a Public Hearing to Consider</u> <u>the Petition to Vacate a Portion of an Alleyway in Englewood Heights - Joy D.</u> <u>Blackmon, P.E., Public Works Department Director</u>

That the Board authorize the scheduling of a Public Hearing on November 3, 2016, at 5:31 p.m., to consider the Petition to Vacate a portion of an alleyway in Block 58 of Englewood Heights (20 feet x 150 feet), as petitioned by Ronald D. Ramsey.

8. <u>Recommendation Concerning the Eastern Federal Lands Access Program -</u> <u>Quietwater Beach Ferry Landing Site - Joy D. Blackmon, P.E., Public Works</u> <u>Department Director</u>

That the Board take the following action concerning the Eastern Federal Lands Access Program (FLAP) Project Grant Application for the Quietwater Beach Ferry Landing Site:

A. Authorize the County Administrator or his designee to submit a request for FLAP Funds to the Federal Highway Administration (FHWA) Eastern Federal Lands Highway Division (EFLHD) to request Grant funding for the Quietwater Beach Ferry Landing Site; and

B. Authorize the Chairman and/or the County Administrator, or designee, to sign any other documents related to the request for FLAP Funds, subject to Legal sign-off, and without further action of the Board.

[Funding source: No County funds will be required. The 20% match will be funded by FDOT toll revenue credits]

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

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

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, Rocky Mountain Holdings, LLC, dba Air Methods Corporation, and Sacred Heart Children's Hospital, effective January 1, 2017, through December 31, 2017; and

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

10. <u>Recommendation Concerning the Business Sponsorship Agreement between</u> <u>Escambia County and Southpaw Grill - Michael D. Weaver, Public Safety</u> <u>Department Director</u>

That the Board take the following action regarding the Business Sponsorship Agreement between the Escambia County Board of County Commissioners and Southpaw Grill, for the provision of allowing Southpaw Grill, a sponsorship opportunity by donating 15% of their proceeds on Public Safety Day, that would be used to purchase smoke detectors for the Public Outreach Program:

A. Adopt the Resolution approving the "Smoke Detector Business Sponsorship" Proposal and authorizing the Chairman to sign the Business Sponsorship Agreement; and

B. Approve the Business Sponsorship Agreement.

11. <u>Recommendation Concerning Reappointments to the Board of Electrical</u> <u>Examiners - Donald R. Mayo, Building Official</u>

That the Board take the following action concerning two reappointments to the Board of Electrical Examiners:

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

B. Reappoint, retroactively, the following two members for a three-year term, effective October 1, 2016, through September 30, 2019:

1. John D. Scapin II, Scapin Electric Company (State Certified Electrical Contractor); and

2. James E. Simmons, James E. Simmons Electric Co. (State Registered Electrical Contractor).

The responses from John D. Scapin, II, and James E. Simmons were the only ones received after notice was published August 12, 2016, by General Alert on <u>www.myescambia.com</u> informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Board of Electrical Examiners.

12. <u>Recommendation Concerning the Scheduling of a TEFRA Hearing for the Not</u> <u>Exceeding \$9,000,000 Florida Development Finance Corporation Multifamily</u> <u>Housing Revenue Bonds (Peachtree Commons Apartments Project) - JoLinda</u> <u>Herring, Shareholder, Bryant Miller Olive P.A.</u>

That the Board authorize the scheduling and advertising of a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for 5:36 p.m., on October 20, 2016, for consideration of authorizing the issuance by the Florida Development Finance Corporation (the "Issuer") of not exceeding \$9,000,000 in Multifamily Housing Revenue Bonds (the "Bonds") on behalf JPC Charities, and/or one or more related and/or affiliated entities (collectively, the "Borrower"). The Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

13. <u>Recommendation Concerning Second Amendment to the Lease for Healthy</u> <u>Start Coalition at 501 North Church Street, Century, Florida - David W.</u> <u>Wheeler, CFM, Director, Facilities Management</u>

That the Board approve and authorize the Chairman to sign the Second Amendment to the Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc. (Healthy Start) for property located at 501 Church Street, Century, Florida. 14. <u>Recommendation Concerning Hatch Mott MacDonald Florida, LLC, Name</u> <u>Change Amendment of Agreement - Claudia Simmons, Office of Purchasing,</u> <u>Purchasing Manager</u>

That the Board approve and authorize the County Administrator to execute the following Amendments of Agreements between Escambia County and Mott MacDonald Florida, LLC (Consultant), formerly Hatch Mott MacDonald Florida, LLC, to reflect the name change of the Consultant and to provide for various amendments to the Agreements as noted below:

A. Amendment of Agreement for Design Engineering, and Inspection Services PD# 95-96.74) - 1st Amendment to include name change and new public records provision:

B. Second Amendment to the Agreement for Professional Consulting Services (PD 02-03.079) - 2nd Amendment to include name change and new public records provision;

C. Amendment of Agreement for Professional Consulting Services (PD 12-13.063) - 1st Amendment to include name change, new public records provision, AND correct FEIN;

D. Second Amendment of Agreement for Professional Consulting Services (PD 12-13.066) - 2nd Amendment to include name change and new public records provision;

E. Amendment of Agreement for Professional Consulting Services (PD 13-14.030) - 1st Amendment to include name change and new public records provision;

F. Amendment of Agreement for Professional Consulting Services (PD 14-15.028) - 1st Amendment to include name change and new public records provision;

G. Amendment of Agreement for Professional Consulting Services (PD 14-15.052) - 1st Amendment to include name change and new public records provision;

H. Amendment of Agreement for Professional Consulting Services (PD 15-16.021) - 1st Amendment to include name change and new public records provision; and

I. Amendment of Agreement for Professional Consulting Services (PD 15-16.043) - 1st Amendment to include name change only.

[Funding: N/A]

- II. Budget/Finance Consent Agenda
- 1. <u>Recommendation Concerning Extending the Current Pay Ranges to Allow All</u> <u>Employees to Receive the 3% Raise in Fiscal Year 2016-2017 - Jack R.</u> <u>Brown, County Administrator</u>

That the Board approve extending the current pay scale by 3% to insure those employees whose salaries are capped at the top of their current pay range will receive the 3% Cost of Living raise that the Board approved in the Fiscal Year 2016-2017 Budget.

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

That the Board takes the following action concerning the County's Group Medical Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance):

A. Approve the provided employee and retiree health insurance premiums which reflects a 14% across-the-board increase for both the County and employees. Attachment 1 shows premiums reflecting a \$20 discount for employees who do not use tobacco; Attachment 2 shows the health insurance premiums for the County's retirees; Retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not; and

B. Authorize staff to deposit \$600 into the Health Savings Account (HSA) account of each employee who elects the HSA Plan. This will assist the employee in paying the higher deductible (\$2,100 or \$4,200). The deposit will be reviewed each year at renewal time, along with monthly administrative fees of \$2.50 per member and a one-time start-up fee of \$22 for each new employee who enrolls. The cost is included in the total cost estimate.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501.]

3. <u>Recommendation Concerning the Purchase of One Brush Chipper, Trailer</u> <u>Mounted, 15 Inch Capacity for the Road Division - Joy D. Blackmon, P.E.,</u> <u>Public Works Department Director</u>

That the Board authorize the issuance of a Purchase Order to Vermeer Southeast Sales & Service, Inc., in the amount of \$52,155.58 for one Vermeer BC1500 brush chipper, trailer mounted, 15 inch capacity, for the Road Division, in accordance with the specifications of VE 15-16.024.

The Purchasing Department posted the request on the Escambia County Website for 30 days from August 18, 2016, through September 16, 2016. One additional response was received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

4. <u>Recommendation Concerning the Volunteer Florida Federal Fiscal Year 2017</u> <u>Emergency Management Performance Grant Citizen Corps Program Contract -</u> <u>Michael D. Weaver, Public Safety Department Director</u>

That the Board approve and ratify the Chairman's signature on the Volunteer Florida Federal Fiscal Year 2017 Emergency Management Performance Grant Citizen Corps Program Contract, awarding Escambia County \$7,000, to implement the Citizen Corps program, to be identified in Fund 110, Other Grants and Projects Fund, Cost Center 330458, Revenue Account 334251

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

Section (3) MANDATED CONDITIONS, Subsection b, that "This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Leon County." 5. <u>Recommendation Concerning the Standard Operating Guidelines for the</u> <u>Administration of the Volunteer Firefighter Stipend Program Policy - Michael D.</u> <u>Weaver- Public Safety Department Director</u>

That the Board adopt the revised Board of County Commissioners' Policy titled "Standard Operating Guidelines for the Administration of the Volunteer Firefighter Stipend Program," Section IV, A.3, effective October 1, 2016, to address the following gaps in the Policy: (1) clearly state the stipend amount per rank; (2) allow a stipend, in the amount of \$200, for Driver Operator's; (3) align the retention incentive with the monthly participation requirements; and (4) include payments for Volunteer instructors.

[Funding: Fund 143, Fire Services, Cost Center 330206, Fire Rescue/Services]

6. <u>Recommendation Concerning the Fiscal Year 2016 State Homeland Security</u> <u>Grant Program, Michael D. Weaver, Public Safety Department Director</u>

That the Board take the following action concerning the Fiscal Year 2016 State Homeland Security Grant Program:

A. Approve the State of Florida, Division of Emergency Management, Federally-Funded Sub-award and Grant Agreement, providing Escambia County Fire Rescue funding, in the amount of \$49,789, through Grant Number EMW-2016-SS00092-S01, for the Hazardous Materials Team; and

B. Authorize the Chairman to sign the Agreement.

7. <u>Recommendation Concerning the Issuance of Fiscal Year 2016/2017</u> <u>Purchase Orders in Excess of \$50,000, for the Facilities Management</u> <u>Department - David W. Wheeler, CFM, Facilities Management Department</u> <u>Director</u>

That the Board, for the Fiscal Year 2016/2017, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements or annual requirements for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
Α.	Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$85,113	\$85,113	PD 14-15.041
В.	Engineered Cooling Services, Inc. Vendor Number: 051168 Central Energy Plant Maintenance Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$110,400 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$10,200	\$120,600	PD 13-14.058
C.	Republic Services, Inc. Vendor Number: 420244 Refuse and Recycling Container Service Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$129,000 Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$7,800	\$137,800	PD 12-13.041

	Fund: 501 (Internal Service) Cost Center: 150108 (Employee Health Clinic/Maintenance) Amount: \$1,000		
D.	American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Building	\$670,000	PD 10-11.049
	Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$660,000		
	Fund: 501 (Internal Service) Cost Center: 150108 (Employee Health Clinic/Custodial) Amount: \$10,000		
E.	Panhandle Humbaugh Elevators, Inc. Vendor Number: 160125 Elevator Maintenance	\$65,000	PD 12-13.056
	Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$58,000		
	Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$7,000		

8. <u>Recommendation Concerning the Program Participation Agreement Between</u> <u>Pathways for Change, Inc., and Escambia County, Florida - Chip W. Simmons,</u> <u>Assistant County Administrator</u>

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

A. Approve the Agreement; and

B. Authorize the Chairman to sign the Agreement.

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society. The County agrees to contribute for Fiscal Year 2016/2017 up to \$140,000 to the Program (the "County Contribution"). The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full time salary and benefits for the following PFC staff positions:

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

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

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

9. <u>Recommendation Concerning the New Memorandum of Agreement between</u> <u>Escambia County and the Santa Rosa County Sheriff's Office - Chip W.</u> <u>Simmons, Assistant County Administrator</u>

That the Board approve and authorize the Chairman to sign the Memorandum of Agreement between Escambia County and Santa Rosa County Sheriff's Office for Temporary Housing of Inmates, replacing the original Agreement and subsequent Amendment thereof that was initially approved by the Board on August 21, 2014.

[Funding: Fund 501, Internal Services Fund, Cost Center 140836]

10. <u>Recommendation Concerning the Emergency Solutions Grant Agreement</u> with Loaves and Fishes Soup Kitchen, Inc. - Tonya Gant, Neighborhood & <u>Human Services Department Director</u>

That the Board take the following action concerning the Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc.:

A. Approve the Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the use of \$88,801, to support shelter operations and essential services at the Loaves and Fishes facility located at 257 East Lee Street; and

B. Authorize the Chairman or Vice Chairman to execute the subject Agreement and all related documents to complete the project.

[Funding: Fund 110/Emergency Solutions Grant, Cost Center 370293]

11. <u>Recommendation Concerning the 2016/2017 Fair Housing Services</u> <u>Agreement with the Escambia-Pensacola Human Relations Commission -</u> <u>Tonya Gant, Neighborhood & Human Services Department Director</u>

That the Board take the following action concerning the 2016/2017 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

A. Approve the Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), in the amount of \$18,500, for the 2016/2017 Fiscal Year; and

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

[Funding: Fund 129/CDBG, Cost Center 370226]

12. <u>Recommendation Concerning the 2016/2017 Rural Elderly Assistance</u> <u>Program Agreement with the Council on Aging of West Florida - Tonya Gant,</u> <u>Neighborhood & Human Services Department Director</u>

That the Board take the following action concerning the 2016/2017 Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc.:

A. Approve the Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc., in the amount of \$47,000, for the 2016/2017 Fiscal Year; and

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

[Funding: Fund 129/CDBG, Cost Center 370228]

13. <u>Recommendation Concerning Local Government Verification of</u> <u>Contribution Loan Forms for Florida Housing Finance Corporation RFA</u> <u>2016-109 - Tonya Gant, Neighborhood & Human Services Department</u> <u>Director</u>

That the Board approve and authorize the County Administrator to sign the Local Government Verification of Contribution Loan Forms committing \$37,500 for each of the following proposed developments applying for the Florida Housing Finance Corporation (FHFC) RFA 2016-109 SAIL with Tax Exempt Bonds and 4% Housing Credits:

- A. Abbington Oaks;
- B. Delphin Downs;
- C. Fairfield Commons;
- D. Meadowbrook Commons;
- E. Patricia Pointe; and
- F. The Place @ P Street.

[Funding: Fund 120/SHIP and/or Fund 124/Affordable Housing]

14. <u>Recommendation Concerning the CareerSource Escarosa Budget for</u> <u>Program Fiscal Year 2016-2017 - Tonya Gant, Neighborhood & Human</u> <u>Services Department Director</u>

That the Board approve and authorize the Chairman to sign the Fiscal Year 2016-2017 Budget for Workforce Escarosa, Inc., dba CareerSource Escarosa, in the amount of \$6,438,823.

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

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

A. Approve the State of Florida, County of Escambia, Agreement between Board of County Commissioners and District 1 Medical Examiner, Andrea Minyard, M.D., for Medical Examiner Services for Escambia County, Florida, effective for one year from October 1, 2016, through September 30, 2017, in the amount of \$872,370, to be paid from the General Fund (001), Cost Center 410201;

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

C. Authorize the issuance of the necessary Purchase Order.

16. <u>Recommendation Concerning the Miscellaneous Appropriations Agreement</u> <u>for Keep Pensacola Beautiful, Inc. - Stephan Hall, Budget Manager,</u> <u>Management and Budget Services</u>

That the Board take the following action concerning of the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Keep Pensacola Beautiful, Inc., in the amount of \$40,000, to be paid from the Solid Waste Management Fund (401), Cost Center 230314, Account 53401;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

17. <u>Recommendation Concerning the Miscellaneous Appropriations Agreements</u> for Fiscal Year 2016/2017 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105:

1. African-American Heritage Society, Inc., in the amount of \$25,000;

- 2. Naval Aviation Museum Foundation, Inc., in the amount of \$100,000;
- 3. St. Michael's Cemetery Foundation, Inc., in the amount of \$25,000; and
- 4. West Florida Historic Preservation, Inc., in the amount of \$70,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

18. <u>Recommendation Concerning Miscellaneous Appropriations Agreement for</u> <u>Fiscal Year 2016/2017 between Escambia County and Visit Pensacola, Inc. -</u> <u>Stephan Hall, Budget Manager, Management and Budget Services</u>

That the Board take the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc., in the total amount of \$5,508,412. The amount of \$3,950,492 will be paid from the 3rd Cent Tourist Development Tax Fund (108), Cost Center 360101 and the amount of \$1,557,920 will be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105; and

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

[Funding: Fund 108, 3rd Cent Tourist Development Tax Fund, Cost Center 36101 - \$3,950,492; Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105 - \$1,557,920, for a total of \$5,508,412]

19. <u>Recommendation Concerning Miscellaneous Appropriations Agreements for</u> <u>Fiscal Year 2016/2017 for Outside Agencies - Stephan Hall, Budget Manager,</u> <u>Management and Budget Services</u>

That the Board take the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the Economic Development Fund (102), Cost Center 360704:

1. Century Chamber of Commerce, Inc., in the amount of \$55,000; and 2. Gulf Coast African-American Chamber of Commerce, Inc., in the amount of \$50,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

20. <u>Recommendation Concerning the Miscellaneous Appropriations Agreements</u> for Fiscal Year 2016/2017 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriation Agreements to be paid from the General Fund (001), Cost Center 110201:

1. Another Chance Transitional Services (ACTS), in the amount of \$20,000;

2. Community Organizations Active in Disaster, Inc., D/B/A BRACE (Be

Ready Alliance Coordinating for Emergencies), in the amount of \$81,250;

3. Council on Aging of West Florida, Inc., in the amount of \$41,000;

4. Escambia Community Clinics, Inc., in the amount of \$455,160;

5. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County, in the amount of \$238,875;

6. Escambia-Pensacola Human Relations Commission, in the amount of \$84,265;

7. Lakeview Center, Inc., in the amount of \$33,659;

8. Pensacola Caring Hearts, Inc., in the amount of \$13,000;

Pensacola's Promise, Inc., d/b/a Chain Reaction, in the amount of \$19,000;
 United Way of Escambia County, Inc., (211 Program), in the amount of \$36,250; and

11. Wildlife Sanctuary of Northwest Florida, Inc., in the amount of \$35,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the approval of the necessary Purchase Orders.

21. Recommendation Concerning the Issuance of Fiscal Year 2016/2017 Purchase Orders in Excess of \$50,000 for Contracts Managed by Management and Budget Services - Stephan Hall, Budget Manager, Management and Budget Services

That the Board, for Fiscal Year 2016/2017, approve the issuance of individual Purchase Orders, for Contacts managed by Management and Budget Services, based upon previously awarded annual requirements as follows:

A. Warren Averett, LLC - \$215,612 Vendor Number: 230810 Audit Services Fund 001; Cost Centers 140201 / 140701; Account Code 53101 PD#13-14.054 Board Approved: 7/10/2014

B. SMG - \$275,000
Vendor Number: 190107
Bay Center Management Fee
Fund 409; Cost Center 360401; Account Code 53401
Board Approved: Agreement dated February 16, 2012; Amendment dated 5/21/2015

C. Florida Department of Health d/b/a Escambia County Health Department -\$337,649 Vendor Number: 051513 Health Services Fund 001; Cost Center 360301; Account Code 58101

22. <u>Recommendation Concerning the Interlocal Agreement between Escambia</u> <u>County and the City of Pensacola - Amy Lovoy, Assistant County</u> <u>Administrator</u>

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Approve the Interlocal Agreement between Escambia County and the City of Pensacola Relating to the Fiscal Year 2016-2017 Funding of Pensacola-Escambia County Promotion and Development Commission (PEDC), the first quarterly draw in the amount of \$137,500, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period, from October 1, 2016, through September 30, 2017;

B. Authorize the Chairman to execute the Interlocal Agreement; and

C. Authorize approval of the necessary Purchase Order.

23. <u>Recommendation Concerning Budget Amendment #286 - Stephan Hall,</u> <u>Budget Manager, Management and Budget Services</u>

That the Board approve Budget Amendment #286, Escambia County Restricted Fund (101), Code Enforcement Fund (103), Tourist Promotion Fund (108), Development Review Fund (116), in the amount of \$57,850, to cover personnel shortages in several cost centers. Funding is available within each of the listed funds, and there is no change to the total budget.

24. <u>Recommendation Concerning Supplemental Budget Amendment #291 -</u> <u>Stephan Hall, Budget Manager, Management and Budget Services</u>

That the Board adopt the Resolution approving Supplemental Budget Amendment #291, Disaster Recovery Fund (112), in the amount of \$12,500,000, to recognize State and Federal Emergency Management Agency (FEMA) proceeds, to establish an appropriate revenue/expenditure budget for financial reporting, and to appropriate these funds for continuing necessary repairs and response, due to the April 2014 Flooding Disaster.

25. <u>Recommendation Concerning Contract Award for Caro Pond Expansion &</u> <u>Drainage Improvements - Claudia Simmons, Office of Purchasing, Purchasing</u> <u>Manager</u>

That the Board approve and authorize the County Administrator to sign the Agreement between the Board of County Commissioner of Escambia County, Florida, and Roads, Inc., of NWF, per the terms and conditions of PD 15-16.093, Caro Pond Expansion & Drainage Improvements, for a lump sum of \$1,453,000.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Code 08EN0313]

26. <u>Recommendation Concerning the Reallocation of Capital Improvement</u> <u>Program Funds - Joy D. Blackmon, P.E., Public Works Department Director</u>

That the Board approve the reallocation of funds from the Capital Improvement Program to fund other priority infrastructure projects, totaling \$341,206, as follows:

Description	District	Amount	Description
E Street	3		Estimate for Design and Construction of this project is \$275,000; Current Project balance \$400,000; Remainder is \$125K
Animal Shelter	3	\$96,747	Project complete
Lincoln Park	3	\$10,126	Project in construction; balance in project not needed
Maplewoods Drainage	3	\$9,431	Project complete
Wingfoot	3	\$1,815	Project complete
Sidewalks	3	l' /	This box fund is utilized for Sidewalks throughout the County
Third and Winthrop	2	\$84,552	Project complete.

FROM:

TO:

Description	District	Amount	Description
Ensley Drainage - Caro Pond	3		The low bid for this project came in at \$1,453,000. Current balance in Project is \$1,196,346. The project involves drainage improvements to the existing Caro Pond (aka Mayflower Pond) basin located in the Ensley community in Escambia County. The main project area consists of the existing Caro Pond, Caro Street from Caro Pond east to Palafox Street, a small segment of Orange Avenue just south of Caro Street, Rawls Avenue from Caro Pond south to Ensley Street, Ensley Street from Rawls Avenue to Pond Avenue, and Pond Avenue from Ensley Street to Devane Street.

Gulf Beach Highway	2	\$84,552	FDOT Local Agency Program Agreement. Additional funding needed to account for FDOT's portion of the project costs. This project consists of repairing failures along a storm pipe route on Gulf Beach Highway between Ponte Verde Road and Longwood Drive that occurred during the April 2014 flood event. This project is ready for construction to begin.
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[Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107]

27. <u>Recommendation Concerning the Purchase of Three 1/2-Ton Extended Cab</u> <u>4x4 Pickup Trucks for the Road Division - Joy D. Blackmon, P.E., Public</u> <u>Works Department Director</u>

That the Board authorize the issuance of a Purchase Order to Hub City Ford, Inc., in the amount of \$85,689, for three 2017 Ford F150 1/2-Ton Extended Cab 4x4 Pickup Trucks for the Road Division, in accordance with the specifications of VE 15-16.023.

The Purchasing Department posted the request on the Escambia County Website for 30 days from August 18, 2016, through September 16, 2016. No additional response was received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

III. For Discussion

1. <u>Recommendation Concerning a 4th Cent Funding Request for the 2016</u> <u>Pensacola-Gulf Coast REAP Community and Economic Development Summit</u> <u>- Jack R. Brown, County Administrator</u>

That the Board take the following action:

A. Approve the funding request from Tony R. McCray, Jr., Program Manager, of the 2016 Pensacola-Gulf Coast REAP Community and Economic Development Summit, in the amount of \$6,000, to be funded from the 4th Cent Tourist Development Tax allocation of the following Commissioners: Commissioner Lumon J. May - \$2,000, Commissioner Doug Underhill - \$2,000, and Commissioner Steven Barry - \$2,000; and

B. Approve the issuance of a Purchase Order for this expenditure.

COUNTY ATTORNEY'S REPORT

- I. For Action
- 1. <u>Recommendation Concerning Adopting a Resolution Requesting a Full</u> <u>Release of Lease Agreement relating to the parcel located on Old Highway</u> <u>90/StateRoad 10.</u>

That the Board take the following action:

A. Adopt a Resolution requesting a full release of the Lease Agreement entered into with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Lease Number 4269, relating to a 6.52 acre parcel located on Old Highway 90/State Road 10 (Mobile Highway); and

- B. Authorize the Chairman to execute the Resolution.
- 2. <u>Recommendation Concerning the Settlement of the lawsuit of Jody P. Nix v.</u> <u>Escambia County, Case No.: 3:15-cv-00379-MCR/CJK.</u>

That the Board take the following action:

A. Approve a settlement of payment of \$20,000.00 to Jody P. Nix in final settlement of the case styled: *Jody P. Nix v. Escambia County, Florida*, Case No.: 3:15-cv-00379-MCR/CJK pending in the Northern District of Florida, U.S. District Court; and

B. Authorize the County Attorney's Office to accept a general release and hold harmless agreement executed by Jody P. Nix; and

C. Authorize the County Attorney's Office to move for dismissal with prejudice of the pending lawsuit upon receipt of the executed general release and hold harmless agreement.

[Funding: Fund 501, Balance Sheet Account 239898]

3. <u>Recommendation Concerning the Settlement of the lawsuit of *Retha Milstead* <u>v. Escambia County</u>, Case No.: 3:15-cv-501-RV/CJK.</u>

That the Board take the following action:

A. Approve a settlement of payment of \$1,250.00 to Retha Milstead in final settlement of the case styled: *Retha Milstead v. Escambia County, Florida*, Case No.: 3:15-cv-501-RV/CJK pending in the Northern District of Florida, U.S. District Court; and

B. Authorize the County Attorney's Office to accept a general release and hold harmless agreement executed by Retha Milstead; and

C. Authorize the County Attorney's Office to move for dismissal with prejudice of the pending lawsuit upon receipt of the executed general release and hold harmless agreement.

[Funding: Fund 501, Balance Sheet Account 239898]

4. <u>Recommendation Concerning the Settlement of the lawsuit of Caleb Dennis v.</u> <u>Escambia County, Case No.:3:15-cv-00446-MCR/EMT.</u>

That the Board take the following action:

A. Approve a settlement of payment of \$1,250.00 to Caleb Dennis in final settlement of the case styled: *Caleb Dennis v. Escambia County, Florida*, Case No.: 3:15-cv-00446-MCR/EMT pending in the Northern District of Florida, U.S. District Court; and

B. Authorize the County Attorney's Office to accept a general release and hold harmless agreement executed by Caleb Dennis; and

C. Authorize the County Attorney's Office to move for dismissal with prejudice of the pending lawsuit upon receipt of the executed general release and hold harmless agreement.

[Funding: Fund 501, Balance Sheet Account 239898]

5. <u>Recommendation Concerning Scheduling an Attorney/Client Session on</u> October 20, 2016 at 4:00 p.m. to Discuss Pending Litigation in the Case of Ronald Daw as Personal Representative of The Estate of Sara Daw v. Escambia County, Case No.: 2014 CA 001903.

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.01(8), Fla. Stat. for October 20, 2016 at 4:00 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, October 8, 2016.

Public Notice

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the case of Ronald Daw as Personal Representative of The Estate of Sara Daw, Case No.: 2014 CA 001903, in accordance with Section 286.01(8), Fla. Stat. Such attorney/client session will be held on Thursday, October 20, 2016 at 4:00 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Grover C. Robinson, IV, Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Peppler and a certified court reporter will attend the attorney/client session.

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Proclamations

6.

AI-11129 BCC Regular Meeting Meeting Date: 10/06/2016 Issue: Adoption of Proclamations From: Jack Brown, County Administrator Organization: County Administrator's Office CAO Approval:

RECOMMENDATION:

Proclamations.

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

A. The Proclamation commending and congratulating Jim Brown, Environmental Enforcement Officer, Department of Natural Resources Management, Environmental Enforcement Division, on his selection as "Employee of the Month" for October 2016; and

B. The Proclamation recognizing and congratulating Secretary James T. Barfield, P.E., on his 30 years of faithful service to the public.

BACKGROUND:

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

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

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

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Proclamations

7.

AI-11103 BCC Regular Meeting Meeting Date: 10/06/2016 Issue: Adoption of Retirement Proclamations From: Thomas Turner, Department Director Organization: Human Resources CAO Approval:

RECOMMENDATION:

Retirement Proclamations.

<u>Recommendation:</u> That the Board adopt the following retirement Proclamations:

A. The Proclamation commending and congratulating Cheryl L. Anderson, Jail Corrections Officer, Corrections Department, on 22 years of dedicated service;

B. The Proclamation commending and congratulating Joseph Edward "Ed" Davison, Storekeeper/Warehouse Technician, Public Works Department, on 35 years of dedicated service;

C. The Proclamation commending and congratulating Michael W. Day, Jail Corrections Officer, Corrections Department, on 27 years of dedicated service;

D. The Proclamation commending and congratulating Bertha L. Fountain, Office Support Assistant, Corrections Department, on 6 years of dedicated service;

E. The Proclamation commending and congratulating Tanja S. Howard, Detention Assistant, Corrections Department, on 14 years of dedicated service;

F. The Proclamation commending and congratulating Dallas R. King, Jail Corrections Officer, Corrections Department, for 26 years of dedicated service;

G. The Proclamation commending and congratulating Kurt A. Klinglesmith, Jail Corrections Officer, Corrections Department, for 28 years of service;

H. The Proclamation commending and congratulating Roger H. Lariviere, Jr., Jail Corrections Officer, Corrections Department, for 15 years of service; and

I. The Proclamation commending and congratulating Sherri W. Sullivan, Jail Corrections

Officer, Corrections Department, for 11 years of service.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION: N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ret Procs 10062016.pdf

WHEREAS, Cheryl L. Anderson worked as a County employee very faithfully for 22 years, retiring as a Jail Corrections Officer with the Corrections Department, Jail Division; and

WHEREAS, Ms. Anderson has been an invaluable member of the Corrections team since March 4, 1994 when she accepted a Corrections Officer position with the Corrections Department and was a true asset to the agency and her shift; and

WHEREAS, Ms. Anderson has worked to bring kindness and love to the lives of her family and co-workers and has always went above and beyond her call of duty; and

WHEREAS, Ms. Anderson must be commended for her professional and personal dedication and service to the Corrections Department; and

WHEREAS, Ms. Anderson will be deeply missed by her friends and colleagues and her leadership skills were stellar.

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 Cheryl L. Anderson on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Cheryl L. Anderson 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

Deputy Clerk

WHEREAS, Joseph Edward "Ed" Davison has faithfully served the Public Works Department, Roads/Fleet Division, of Escambia County for 35 years, retiring as a Storekeeper/Warehouse Technician; and

WHEREAS, Mr. Davison has been an essential member of the Roads/Fleet Division team, where he consistently provided excellent service to the citizens of Escambia County by researching and procuring parts and supplies for the repair and maintenance of Escambia County equipment; and

WHEREAS, Mr. Davison has been steadfast and responsible in his commitment to the Escambia County Fleet Division and throughout his career shared his vast knowledge of heavy equipment parts with fellow employees; and

WHEREAS, Mr. Davison has, through unwavering service and integrity, sought to bring satisfaction to his co-workers; and

WHEREAS, Mr. Davison must be commended for his professional and personal dedication and service to the Public Works Department, Fleet 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 Joseph Edward "Ed" Davison on his retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Joseph Edward "Ed" Davison for 35 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, Chairman, District Five

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Michael W. Day worked as a County employee very faithfully for 27 years, retiring as a Jail Corrections Officer with the Corrections Department, Jail Division; and

WHEREAS, Mr. Day has been an invaluable member of the Corrections team since March 27, 1989 when he accepted a Corrections Officer position with the Corrections Department, worked in multiple sections to include security, court services and admissions, classification and release and was a true asset to the agency, and

WHEREAS, Mr. Day has worked to bring kindness and love to the lives of his family and co-workers and has always went above and beyond his call of duty; and

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

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

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Michael W. Day for 27 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Bertha L. Fountain worked as a County employee very faithfully for 7 years, retiring as a Jail Office Support Assistant with the Corrections Department, Jail Division; and

WHEREAS, Ms. Fountain has been an invaluable member of the Corrections team since August 1, 2009 when she accepted an Office Support Assistant position with the Corrections Department and was a true asset to the agency; and

WHEREAS, Ms. Fountain has worked to bring kindness and love to the lives of her family and co-workers and has always went above and beyond her call of duty; and

WHEREAS, Ms. Fountain must be commended for her professional and personal dedication and service to the Corrections Department; and

WHEREAS, Ms. Fountain will be deeply missed by her friends and colleagues and her leadership skills were stellar.

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 Bertha L. Fountain on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Bertha L. Fountain for 7 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Tanja S. Howard worked as a County employee very faithfully for 14 years, retiring as a Jail Detention Assistant with the Corrections Department, Jail Division; and

WHEREAS, Ms. Howard has been an invaluable member of the Corrections team since January 19, 2002 when she accepted a Detention Assistant position with the Corrections Department and was a true asset to the agency; and

WHEREAS, Ms. Howard has worked to bring kindness and love to the lives of her family and co-workers and has always went above and beyond her call of duty; and

WHEREAS, Ms. Howard must be commended for her professional and personal dedication and service to the Corrections Department; and

WHEREAS, Ms. Howard will be deeply missed by her friends and colleagues and her leadership skills were stellar.

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 Ms. Howard on her retirement.

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Tanja S. Howard for 14 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Dallas R. King worked as a County employee very faithfully for 26 years, retiring as a Jail Corrections Officer with the Corrections Department, Jail Division; and

WHEREAS, Mr. King has been an invaluable member of the Corrections team since March 5, 1990 when he accepted a Corrections Officer position with the Corrections Department and was a true asset to the agency; and

WHEREAS, Mr. King has worked to bring kindness and love to the lives of his family and co-workers and has always went above and beyond his call of duty; and

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

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

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Dallas R. King for 26 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Kurt A. Klinglesmith worked as a County employee very faithfully for 28 years, retiring as a Jail Corrections Officer with the Corrections Department, Jail Division; and

WHEREAS, Mr. Klinglesmith has been an invaluable member of the Corrections team since July 11, 1988 when he accepted a Corrections Officer position with the Corrections Department and was a true asset to the agency; and

WHEREAS, Mr. Klinglesmith has worked to bring kindness and love to the lives of his family and co-workers and has always went above and beyond his call of duty; and

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

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

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Kurt A. Klinglesmith for 28 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Roger H. Lariviere, Jr. worked as a County employee very faithfully for 15 years, retiring as a Jail Corrections Officer with the Corrections Department, Jail Division; and

WHEREAS, Mr. Lariviere has been an invaluable member of the Corrections team since November 6^{th} 2000 when he accepted a Corrections Officer position with the Corrections Department and was a true asset to the agency; and

WHEREAS, Mr. Lariviere has worked to bring kindness and love to the lives of his family and co-workers and has always went above and beyond his call of duty; and

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

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

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Roger H. Lariviere, Jr. for 15 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk

WHEREAS, Sherri W. Sullivan worked as a County employee very faithfully for 11 years, retiring as a Jail Corrections Officer with the Corrections Department, Jail Division; and

WHEREAS, Ms. Sullivan has been an invaluable member of the Corrections team since March 15, 2004 when she accepted a Corrections Officer position with the Corrections Department and was a true asset to the agency, and

WHEREAS, Ms. Sullivan has worked to bring kindness and love to the lives of her family and co-workers and has always went above and beyond her call of duty; and

WHEREAS, Ms. Sullivan must be commended for her professional and personal dedication and service to the Corrections Department; and

WHEREAS, Ms. Sullivan will be deeply missed by her friends and colleagues.

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

BE IT FURTHER PROCLAIMED that the Board of County Commissioners of Escambia County expresses its appreciation to Sherri W. Sullivan for 11 years of faithful and dedicated service as a County employee.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman, District Four

Wilson B. Robertson, Vice Chairman, District One

Douglas Underhill, District Two

Lumon J. May, District Three

Steven Barry, District Five

ATTEST: PAM CHILDERS, CLERK OF THE CIRCUIT COURT

Deputy Clerk



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11067	Written Communication 8.
BCC Regular M	eeting
Meeting Date:	10/06/2016
Issue:	Environmental (Code) Enforcement Lien Relief- 1400 E Nine Mile Road
From:	Chips Kirschenfeld, Director
Organization:	Natural Resources
CAO Approval:	

RECOMMENDATION:

September 19, 2016, communication from William D. Stokes, Clark Partington Attorneys At Law, Requesting that Escambia County Provide Relief of Code Enforcement Lien Attached to Property Located at 1400 East Nine Mile Road

<u>Recommendation</u>: That the Board review and consider lien relief request made by William D. Stokes against property located at 1400 East Nine Mile Road.

On August 21, 2014, the Board amended the "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, 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 any of the criteria that would allow the County Administrator to act on the Board's behalf and grant relief, in accordance with the Board's Policy, "Guidelines for Relief from Environmental (Code) Enforcement Special Magistrate Liens" Policy, Section III, H2.

Mr. Stokes is representing Shirley Codrington, daughter of the owners.

BACKGROUND:

The Office of Environmental Enforcement has a lien attached to the property located at 1400 E Nine Mile Road. Property was noticed and taken before the Special Magistrate. Order was issued and owner's failed to comply within the time given by the Special Magistrate. Owner did abate all the violations on 3/05/15.

One citation was issued to the owner in the amount of \$150.00. Citation was not paid or contested in the allowed time. The citation was filed as a judgment against Anni Moller Duke as a civil penalty.

BUDGETARY IMPACT:

Court Cost: \$1,100.00 Fines: \$24,750.00

Total Lien: \$25,850.00

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

1400 E Nine Mile Road



William D. Stokes Licensed to Practice in Florida and Alabama

wstokes@clarkpartington.com Direct (850) 208-7038

September 19, 2016

VIA U.S. MAIL AND EMAIL Escambia County Board of County Commissioners P. O. Box 1591 Pensacola, FL 32591-1591 Attn: Judy Witterstaeter jhwitter@co.escambia.fl.us

Re: Shirley Codrington; Request for relief from code enforcement liens

Dear Commissioners:

I represent Shirley Duke Codrington. Ms. Codrington serves as attorney-in-fact for her mother, Anni M. Duke, under a durable power of attorney. Ms. Duke owns properties in Escambia County that are encumbered by two (2) County code enforcement liens. Copies of the recorded code enforcement orders are enclosed. For the reasons explained below, we respectfully request that your Board forgive the amounts of these liens that consist of interest and accrued fines.

Anni Duke is an 82-year old widow whose only source of income is social security. Ms. Duke suffers from heart failure, cognitive impairment, and other health problems as a result of her advanced age. She was hospitalized in January 2013 for stroke-like symptoms, and recuperated from that hospital stay at the home of one of her children in Fort Walton Beach. She currently resides in an assisted living facility in Fort Walton Beach.

Ms. Duke's daughter, Shirley Codrington, lives in Fort Lauderdale. After Ms. Codrington was appointed as her mother's attorney-in-fact in February 2015, she learned that the County had issued her mother several code violation notices due to the condition of her mother's properties. After learning of these code violation notices, Ms. Codrington promptly took action to rectify the condition of her mother's properties. The enclosed photographs and yard maintenance invoice show that the violations are no longer existing at the properties for which the recorded code enforcement orders were entered.

Also enclosed is a copy of a check that Ms. Codrington recently sent to the Clerk of Court's office as payment of the court costs awarded in the code enforcement orders. The Clerk's office rejected the payment and requested that Ms. Codrington set up a payment plan instead. Ms. Codrington remains ready, willing, and able to pay the court costs that the County incurred in bringing the code violation proceedings. However, neither she nor her mother are financially able to pay the fines that have accrued under the code enforcement orders. The fines and interest that have accrued on the two liens total approximately \$26,000.

125 West Romana Street, Suite 800, Pensacola, FL 32502 • (850) 434-9200

Board of County Commissioners September 19, 2016 Page 2

In light of the above circumstances, and in accordance with the guidelines set forth in Section III, H2, of your Board's policy manual, we respectfully request that your Board forgive the interest and fines that have accrued on these code enforcement liens, and release Ms. Duke's properties from these liens upon payment of the court costs.

Thank you for your time and attention to this request. Please have your staff contact me should the Board have any questions or need anything further. Otherwise, we ask that your staff place this request on the agenda for the next available regular meeting of your Board.

Respectfully,

UNIL D. At

William D. Stokes

WDS/sep Cc: (*Via email only*) Shirley D. Codrington Jack Brown, County Administrator Enclosures:

- 1. Recorded code enforcement orders
- 2. Photographs of properties
- 3. Yard maintenance invoice
- 4. Returned check for attempted payment of court costs

clarkpartington.com



Recorded in Public Records 05/18/2015 at 02:50 PM OR Book 7345 Page 1428, Instrument #2015037146, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

THE OFFICE OF ENVIRONM**ENTAL ENFORCEMENT** SPECIAL MAGISTRATE IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CB 12-01-00096 Location: 1400 E Nine Mile Rd PR# 061S304001003001

Duke, Harry W & Anni M 2267 Greenbrier Blvd Pensacola, FL 32514

<u>ORDER</u>

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of April 23, 2014; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, (c) Inoperable Vehicle (s). THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated April 23, 2014.

Itemized		Cost	
8.	Fines (\$50.00 per day 11/15/13-3/05/15)		\$ 24,750.00
b.	Court Costs		\$ 1,100.00
c,	County Abatement Fees		<u>\$ 0.00</u>
٠,		Total:	\$ 25.850.00

DONE AND ORDERED at Escambia County, I	Florida on this	<u>13</u> †	Cay of Y	MAY, 2015.
			25.0 mm	

Robert O Beasley Special Magistrate Office of Environmental Enforcement Recorded in Fublic Records 03/20/2013 at 03:59 PM OR Book 6990 Page 1116, Instrument #2013019307, Pam Childers Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2013 CO 000850 A CODE ENFORCMENT CITATION NO: /F DOB: 07/08/1933 SSN: --

ANNI MOLLER DUKE 2267 GREENBRIAR BLVD PENSACOLA, FL 32514



JUDGMENT AGAINST DEFENDANT FOR CODE ENFORCEMENT CIVIL PENALTY

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of \$150.00, to the Clerk of the Circuit Court, which the Court has determined to be the defendant's liability for civil infraction under the current Escambia County Code Enforcement Resolution.

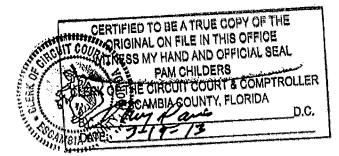
It is further ordered and adjudged that, in accordance with Section 162.21, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 3-12-13

Eno taki

IUDGE DARLENE F DICKEY

I do hereby certify that a copy of hereof has been furnished to defendant by delivery/mail, this MARCH 6, 2013

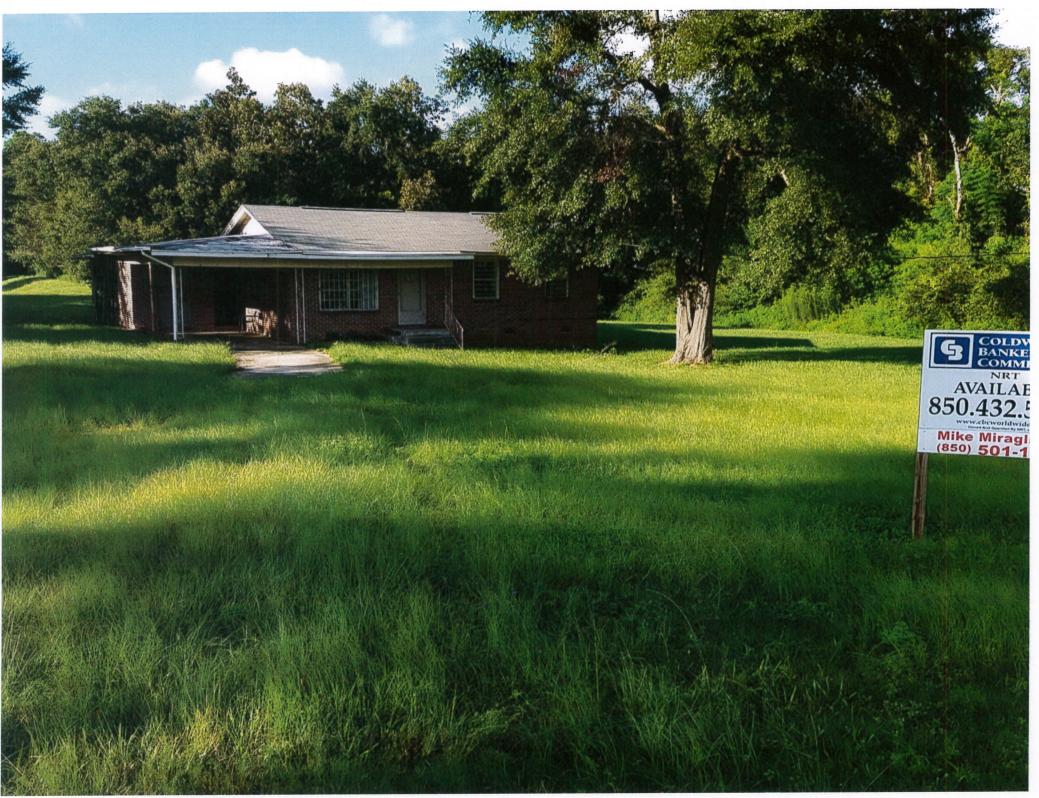




PAM CHILDERS CLERK OF THE COURT

By: Anin Davis

Deputy Clerk









Royal Yard Service

7174 Woodside Rd Pensacola FL 32526

Invoice

 Date
 Invoice #

 7/9/2016
 6616

BIII To

Codrington Shirley 2267 Greenbrier Blyd Pensacola FL 32533

	ſ	P.O. No.	Terms	Project
Quantity	Description	ininiliinen ämetteinen viraan on aan aan aan aan aan aan aan aan a	Rate	Amount
L 1	Gran Brier Rd mothers house June Palafox June House Guidy Rd June Property 9 MI Rd June Field between Palafox and Hw 29 first out with bush hog			Amount 65.00 95.00 95.00 35.00 75.00 200.00 200.00 200.00
<u> </u>		<u> </u>	Total	. \$490.00

ANNI M DUKE 02-15 2267 GREENBRIAR BLVD PENSACOLA, FL 32614 01 01 01 01 01 01 01
Pay to the Clerk of the Circuit Court Escambia \$ 1100.00
Chotherrand One Hundred The Dollars @
FIRSTCI(U Bank P.O. Drawer 2017 - FL Wildon Beech, FL 3264e www.fullshybitX.com
For Cape# CE/20/00096
арана со засли и со на со Ваб-292-3930 FAX 850-595-4827
Official Records Book: 7090 Paget 808
Start Date 11/15/2013
Reimbursement Recording Fee Order 44.00 Reimbursement Recording Fee Lien 44.00
Amended Order 🗹 Copies 7.00 Certified Abatement Costs 0.00
Fine Per Day \$50.00 Date Of Payoff 03/05/2015
Submit Reset Clear Fine Number Accumulated Court Reimbursement Recording Preparation Certified Per Of Days Fine Cost Of Costs Fee For Fee For Per Day Accumulated Cost Of Costs Concellation Costs Costs Costs Costs Concellation Costs Costs </td
\$50.00 475 \$23,750.00 \$1,100.00 \$105.00 \$10.00 \$7.00 \$7.00 \$7.00

8-16-2016

ATTN: SHIRLEY CODRINGTON

BEFORE OUR OFFICE CAN APPLY ANY PAYMENTS TOWARDS THE LIEN WILL NEED TO SET UP A PARTIAL PAYMENT PLAN. I SPOKE TO YOU NOVEMBER 24TH AND THEN JUST RECEIVED THIS PAYMENT FOR \$1100.00. PLEASE CALL (850) 595-3930 AND CAN EXPLAIN FURTHER.

THANK YOU

Gail Bare (COC)

2267 GREENBRIAR BLVI PENSACOLA, FL 32514		Quz	25,2016	63-566/632 01
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Escambia County Receipt of Transaction Receipt # 2016080707

Cashiered by: ask

Pam Childer Clerk of Cou Escambla County, Florid

Received From: DUKE, ANNI MOLLER 2267 GREENBRIAR BLVD PENSACOLA, FL 32514

On Behalf Of: ANNI MOLLER DUKE 2267 GREENBRIAR BLVD PENSACOLA, FL 32514

On: 8/11/16 10:53 a Transaction # 1009944

CaseNumber 2013 CO 000850 A						
Fee Description			Waived	Due	Paid	Balar
(MM34) COUNTY CODE ENFORCEMENT FINE	150.74	0.00	0.00	150,74	150.00	0.
(JUDINT) JUDGEMENT INTEREST	23.62	0,00	0.00	23.62	0.00	23, 7, 0, 10,
(MM84) PREPARE ANY INSTRUMENT	7.00	0.00	0.00	7.00	0.00	(it
(MM01) COUNTY/MUNICIPAL ORDINANCE FILI	N 10:00	10.00	0.00	0.00	0.00	40°
(RECORD2) RECORD FEE FIRST PAGE	10,00	0,00	0.00	10.00	0.00	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Total:	201.36	10.00	0.00	191,36	150.00	41.
Grand Total:	201.36	10.00	0.00	191.36	150.00	41.
PAYMENTS						
Payment Type Reference		Amou		Overage	Change	Net Amo
Payment Type Reference CHECK 120	ØK	Amou 150.0		Overage 0.00	Change 0.00	<u>Net Amo</u> 150.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-10913Public Hearings10.BCC Regular Meeting10/06/201610/06/201610/06/2016Issue:Recommendation concerning the 2016 Grant Application for Federal
Transit Administration 5307 Capital and Operating AssistanceFederal
Operating AssistanceFrom:Joy D. Blackmon, P.E., DirectorPublic WorksCAO Approval:Vertice WorksVertice Works

RECOMMENDATION:

5:31 p.m. Public Hearing Concerning the Fiscal Year 2015-2016 Grant Application for Federal Transit Administration Funding for Bus and Bus Facilities Program: Grant 5307 for Escambia County Area Transit

<u>Recommendation</u>: That the Board take the following action concerning the Fiscal Year 2015-2016 Federal Transit Administration (FTA) 5307 Grant Application by Escambia County Area Transit (ECAT) for mass transit project funding:

A. Conduct the 5:31 p.m., Public Hearing for the purpose of receiving comments from the general public on the Grant Application for \$3,167,710, in Federal Assistance on mass transit projects;

B. Approve, or amend and approve, the Grant Application, after receiving comments at the Public Hearing;

C. Adopt the Resolution authorizing the Chairman to execute all appropriate documents for the processing and receipt of Federal funds from the Federal Transit Administration; and

D. Authorize the ECAT General Manager to file the Grant Application via the Federal Transportation Award Management System (TrAMS).

[Funding: The Grant Application is for a total of \$3,167,710. Capital Assistance (1,974,477) requires a local 80/20 match of \$479,361, which will be covered by Florida Toll Revenue credits. Operating Assistance (\$1,250,265) requires a local 50/50 match of \$1,250,265. The local match is included in the Fiscal Year 2015-2016 Budget. Operating Expenses will be reimbursed at 50% up to the allowed maximum of \$1,250,265]

BACKGROUND:

FTA guidelines require that all applications for financial assistance from FTA be submitted after a public hearing is held for the purpose of receiving comments from the public concerning the Grant Program of Projects. Effective January 1, 2016, Grant Applications, Execution, and Grant Administration Progress Reports must be submitted electronically via the Transportation Award Management System (TrAMS).

The FTA publishes apportionments; Escambia County's apportionment for Section 5307 for FY 2015-2016 is \$3,167,710. ECAT recommends that Escambia County apply for this apportionment by approving this application for the below Program of Projects.

PROGRAM OF PROJECTS

The Project Budget was developed in accordance with the latest Pensacola Urbanized Area Transportation Improvement Plan Update adopted by the Florida-Alabama Transportation Planning Organization (TPO). The budget for this Grant Application is as follows:

Items	Project Cost
Preventive Maintenance	\$1,568,996
ADA Paratransit Service	\$ 316,771
Operating Assistance	\$1,250,265
Security	\$ 31,678
Total Budget	\$3,167,710

The recommended Program of Projects is based on the following:

It is recommended that Escambia County apply to use FY 2015-2016 5307 funds for Preventive Maintenance, Non Fixed-Route ADA Paratransit Service, 1% required allotment for Security, and the balance for Operating Assistance.

BUDGETARY IMPACT:

The Grant Application is for a total of \$3,167,710. Capital Assistance (1,974,477) requires a local 80/20 match of \$479,361, which will be covered by Florida Toll Revenue credits. Operating Assistance (\$1,250,265) requires a local 50/50 match of \$1,250,265. The local match is included in the FY 2015-2016 Budget. Operating Expenses will be reimbursed at 50% up to the allowed maximum of \$1,250,265

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been signed off by Assistant County Attorney; Kristin Hual as to form and legal sufficiency.

PERSONNEL:

No additional personnel will be required

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is based on the Board of County Commissioners Comprehensive Plan - Mass Transit Element.

IMPLEMENTATION/COORDINATION:

ECAT Personnel will electronically file all required documentation; and will coordinate with the FTA and FDOT for all necessary funding activities covered by this Grant Application.

Attachments

Draft Application Resolution

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Application

Federal Award Identification Number (FAIN)	1092-2016-2
Temporary Application Number	1092-2016-2
Application Name	FY2016 5307 CAPITAL FUNDS
Application Status	In-Progress
Application Budget Number	0

Part 1: Recipient Information

Name: County Of Escambia				
Recipient ID	Recipient OST Type	Recipient Alias		Recipient DUNS
1092	County Agency	ESCAMBIA CO BD OF COMMI	SSIONERS	075079673
Location Typ	e Address	City	State	e Zip
Headquarters	221 PALAFO	X PL STE 140 PENSACO	DIA FI	325025833

Headquarters	221 PALAFOX PL STE 140	PENSACOLA	FL	325025833
Physical Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502
Mailing Address	221 PALAFOX PL STE 140	PENSACOLA	FL	32502

Union Information

Union Name	AMALGAMATED TRANSIT UNION, LOCAL 1395
Address 1	3300 North Pace Boulevard
Address 2	Suite 326
City	Pensacola
State	Florida
Zipcode	32505
Contact Name	Mike Lowery
Telephone	8503414068
Fax	8504330596
E-mail	atu1395@aol.com

Part 2: Application Information

Title: FY2016 5307 CAPITAL FUNDS						
FAIN	Application Status	Application Type	Date Created	Last Updated Date	From TEAM?	
1092-2016- 2	In-Progress	Grant	6/15/2016	6/15/2016	No	

Application Executive Summary

Escambia County , FL requests FY2016 Operating and Capital Assistance using section 5307 funds. Requested funds total \$3,167,710.

The award dates will be October 1, 2015 through December 31, 2017

Escambia County is the Direct Recipient for 5307 Funds

This application does NOT include funds for research and/or development activities

Indirect costs will NOT be applied to this application and its scope of work

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Subject to Pre-Award Authority

No, this application is not subject to Pre-Award Authority.

Application Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Colette	Wiedeman	Grant Manager	cjwiedeman@co.escambia.fl.us	850-595-3224

Application Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$3,167,710
Local			\$1,250,265
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
Total Eligible Cost	\$4,417,975

Application Budget

Project Number		Budget	t Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
1092-2016- 2-P1	117- 00 (117-)	OTHER CA (BUS)	APITAL ITEMS	\$1,885,767.00	\$0.00	\$1,885,767.00	2
1092-2016- 2-P1		11 70 00 -	PREVENTIVE MAINTENANCE	\$1,568,996.00	\$0.00	\$1,568,996.00	1
1092-2016- 2-P1		11.7C.00 F	NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$316,771.00	\$0.00	\$316,771.00	1
1092-2016- 2-P1	300- 00 (300-)	OPERATIN ASSISTAN		\$1,250,265.00	\$1,250,265.00	\$2,500,530.00	1
1092-2016- 2-P1		30.09.03	SPECIAL RULE OPERATING ASSISTANCE 1 - 75 BUSES	\$1,250,265.00	\$1,250,265.00	\$2,500,530.00	1
1092-2016- 2-P1	572- 00 (572-)	SECURITY	S-	\$31,678.00	\$0.00	\$31,678.00	1
1092-2016- 2-P1		57.20.10	OTHER	\$31,678.00	\$0.00	\$31,678.00	1

Earmark and Discretionary Allocations

This application does not contain earmarks or discretionary allocations.

Part 3: Project Information

Project Title: FY16 Capital and Operating Assistance							
Project Number	Temporary Project Number	Date Created	Start Date	End Date			
1092-2016-2-P1	1092-2016-2-P1	6/21/2016	9/30/2015	10/30/2017			

Project Description

Escambia County requests funds from FY 16 Section 5307 Funds in the amount of \$3,167,710. Local Match is provided by FL Toll Revenue Credits.

Project Benefits N/A

Additional Information

None provided.

Location Description N/A

Security

Yes -- our organization will expend at least 1% of the 5307 funds in this application for security-related projects

Project Location (Urbanized Areas)

UZA Code	Area Name
129570	Pensacola, FL-AL

Congressional District Information

State	District	Representative
Florida	1	Jeff Miller

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$3,167,710
Local			\$1,250,265
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$4,417,975

Project Budget

|--|

1092- 2016-2- P1	117- 00 (117-)	OTHER C (BUS)	CAPITAL ITEMS	\$1,885,767.00	\$0.00	\$1,885,767.00	2
1092- 2016-2- P1		11.7A.00	PREVENTIVE MAINTENANCE	\$1,568,996.00	\$0.00	\$1,568,996.00	1
1092- 2016-2- P1		11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$316,771.00	\$0.00	\$316,771.00	1
1092- 2016-2- P1	300- 00 (300-)	OPERAT ASSISTA		\$1,250,265.00	\$1,250,265.00	\$2,500,530.00	1
1092- 2016-2- P1		30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	\$1,250,265.00	\$1,250,265.00	\$2,500,530.00	1
1092- 2016-2- P1	572- 00 (572-)	SECURIT	٣	\$31,678.00	\$0.00	\$31,678.00	1
1092- 2016-2- P1		57.20.10	OTHER	\$31,678.00	\$0.00	\$31,678.00	1

Project Budget Activity Line Items

Budget Activity Line Iten	n: 57.20.10 - OTI	HER		
Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
SECURITY (572-00)	57.20.10	OTHER	SECURITY	1

Extended Budget Description

Escambia County would like to requests these funds to increase / upgrade external building security.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$31,678
Local			\$0
Local/In-Kind			\$0

Transportation Development Credit Total Eligible Cost	\$0 \$31,678
Other Federal	\$0
State/In-Kind	\$0
State	\$0

Milestone Name	Est. Completion Date	Description
Start Date	12/1/2016	
End Date	10/31/2017	

Budget Activity Line Item: 30.09.03 - SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES				
Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	OPERATING ASSISTANCE	1

Extended Budget Description

Escambia County would like to use these funds for Operating expenses for the period October 1, 2015 -September 30, 2016

Will 3rd Party contractors be used to fulfill this activity line item? No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$1,250,265
Local			\$1,250,265
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$2,500,530

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2015	
End Date	9/30/2016	

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

Escambia County request these funds for Preventive Maintenance Costs (Labor and Parts) for maintaining a 49 vehicle bus fleet. Funding will be used from October 1, 2015 - September 30, 2017.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$1,568,996
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$1,568,996

Milestone Name	Est. Completion Description
Start Date	10/1/2015
End Date	9/30/2017

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

10 % of the Allocated Funds will be used for ADA Paratransit services for the period October 1, 2015 - September 30, 2016

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
----------------	-----------------------	----------------	--------

49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)	5307-2A	20507	\$316,771
Local			\$0
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Total Eligible Cost			\$316,771

Milestone Name	Est. Completion Date	Description
Start Date	10/1/2015	
End Date	9/30/2017	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost	
OTHER CAPITAL ITEMS (BUS) (117- 00)	11.7A.00	PREVENTIVE MAINTENANCE	1	\$1,568,996.00	\$1,568,996.00	
Finding: Class II(c) - Categorical Exclusions (C-List)						

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date				
Class IIc CE Appro	oved				
Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$316,771.00	\$316,771.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

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Date Description		Date
Class IIc CE Approved		

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	1	\$1,250,265.00	\$2,500,530.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment

and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

Categorical Exclusion Description

Type 05: Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost	
SECURITY (572- 00)	57.20.10	OTHER	1	\$31,678.00	\$31,678.00	

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

There are no review comments to display at this time.

RESOLUTION R2016-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA AUTHORIZING ESCAMBIA COUNTY TO APPLY FOR AND ACCEPT CERTAIN GRANT AWARDS MADE BY THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR FEDERAL TRANSPORTATION ASSISTANCE; AND BY THE FEDERAL TRANSIT ADMINISTRATION ACT OF 1964; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Secretary of Transportation is authorized to make grants for a mass transportation program and budget; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including a provision by it of the local share of project costs in the program; and

WHEREAS, it is required by the U.S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with these projects, and that definite procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

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

<u>SECTION 1.</u> That the above stated recitals are true and correct and incorporated herein by reference.

SECTION 2. That the Chairman of the Escambia County Board of County Commissioners or the County Administrator is authorized to execute and file applications on behalf of Escambia County with the U.S. Department of Transportation for aid in financing the planning and capital assistance program of projects and budget (FY16) pursuant to 49 U.S.C. §5307.

SECTION 3. That the County Administrator is authorized to execute and file with such applications an assurance or any other document required by the U.S. Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

SECTION 4. That the General Manager, Escambia County Area Transit, is authorized to file the Grant Application, Execution, and any amendments or other documents required by the U.S. Department of Transportation for the administration of this grant project, utilizing the Federal Transportation Award Management System (TrAMS).

<u>SECTION 5.</u> That the County Administrator is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the application for the program of projects and budget.

<u>SECTION 6.</u> That the County Administrator is authorized to set forth and execute affirmative minority business policies in connection with the program of projects and budgeted procurement needs.

<u>SECTION 7.</u> That the Chairman of the Escambia County Board of County Commissioners is authorized to execute grant agreements for aid in financing the planning and capital assistance program of projects and budget (FY16) on behalf of Escambia County.

<u>SECTION 8.</u> That this Resolution shall take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED THIS ___ DAY OF OCTOBER, 2016.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By:

Deputy Clerk

Approved as to form and legal sufficiency. Bv/Titl Date



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-11081	Clerk & Comptroller's Report 11. 1.
BCC Regular	Meeting Consent
Meeting Date	: 10/06/2016
Issue:	August 2016 Investment Report
From:	Pam Childers, Clerk of the Circuit Court & Comptroller
Organization	: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the August 2016 Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended August 31, 2016, as required by Ordinance Number 95-13; on August 31, 2016, the portfolio market value was \$275,353,851 and portfolio earnings totaled \$337,591 for the month; the short-term portfolio yield was 0.51%, which should be compared to the S&P Government Index Pool Index 30 Day benchmark of 0.42%; the enhanced cash portfolio achieved a yield of 0.74%, which should be compared to the Merrill Lynch 1 Year Treasury Index of 0.67%; the long-term CORE portfolio achieved a yield of 1.29%, which should be compared to the Merrill Lynch 1-5 Year Treasury Index benchmark of 0.91%.

Attachments

August 2016 Investment Report



INVESTMENT PORTFOLIO SUMMARY REPORT

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



Prepared by:

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



INVESTMENT PORTFOLIO COMPOSITION

	Market Value			
SUMMARY OF INVESTMENT ALLOCATION	July 31, 2016	Αι	igust 31, 2016	
Bank Accounts	\$ 19,382,475	\$	18,997,027	
Money Market Accounts	50,399,550		50,415,244	
State Board of Administration	66,601,600		66,642,513	
Certificates of Deposit	20,000,000		20,000,000	
Money Market Mutual Fund	2,226,189		4,182,912	
U.S. Treasury Bond/Notes	44,354,513		28,537,848	
Federal Agency Bond/Note	53,360,753		56,011,616	
Municipal Bonds	4,001,796		3,983,142	
Corporate Notes	22,573,356		22,526,231	
Commercial Paper	4,056,114		4,057,318	
Total Portfolio Assets:	\$ 286,956,346	\$	275,353,851	
Current Month Earnings:	\$ 320,246	\$	337,591	
Fiscal Year to Date Earnings:	\$ 1,878,675	\$	2,216,266	

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	July 31, 2016	Α	ugust 31, 2016
Market Value	\$ 156,383,626	\$	156,054,785
Short Term Portfolio Yield:	0.48%		0.51%
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	0.42%		0.42%
Fiscal YTD Earnings:	\$ 462,835	\$	530,156
ENHANCED CASH PORTFOLIO:	July 31, 2016	A	ugust 31, 2016
Market Value	\$ 31,209,550	\$	20,234,111
Enhanced Cash Portfolio Yield to Maturity at Cost:	0.80%		0.74%
Benchmark Merrill Lynch 1 Year U.S. Treasury Index:	0.56%		0.67%
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.67%		0.80%
Effective Duration (Years)	0.94		1.12
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.81		1.85

LONG TERM CORE PORTFOLIO:	Ju	ly 31, 2016	Augu	ust 31, 2016
Market Value	\$	99,363,170	\$	99,064,955
CORE Portfolio Yield to Maturity at Cost:		1.32%		1.29%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		0.77%		0.91%
CORE Portfolio Total Return:		-0.01%		-0.27%
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		-0.04%		-0.31%
Effective Duration (Years)		2.68		2.69
Benchmark Merrill Lynch 1-5 Year U.S. Treasury Index:		2.65		2.63
Fiscal YTD Earnings:	\$	1,207,057	\$	1,443,493



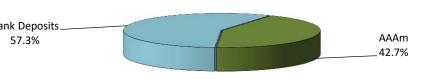
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS INVESTMENT PORTFOLIO REPORT FISCAL YEAR 2015-2016 August 31, 2016

SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation	
Bank of America Checking Account Money Market Accounts Certificates of Deposit	\$ 18,997,027 50,415,244 20,000,000	12.8%	Bar
State Board of Administration Total Short Term Portfolio Assets:	66,642,513 \$ 156,054,785	42.7%	

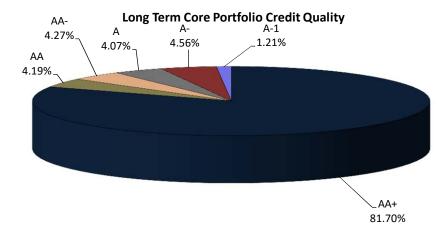
Short Term Portfolio Credit Quality



LONG TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

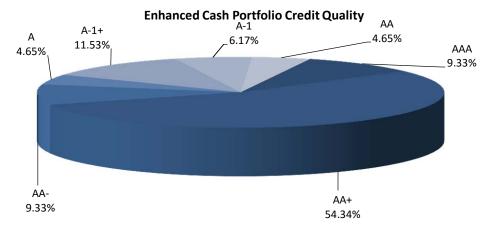
Investment Type	Μ	larket Value	Percent Allocation
U.S. Treasury Bond / Note	\$	28,537,848	28.8%
Federal Agency Bond / Note		47,995,758	48.4%
Municipal Obligations		3,983,142	4.0%
Commercial Paper		1,198,679	1.2%
Corporate Note		17,261,270	17.4%
Money Market Mutual Fund - Federated Government		88,259	0.1%
Total Long Term Core Portfolio Assets:	\$	99,064,955	100.0%



ENHANCED CASH INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Mar	ket Value	Percent Allocation
U.S. Treasury Bond / Note	\$	-	0.0%
Federal Agency Bond / Note		8,015,858	39.6%
Corporate Note		5,264,961	26.0%
Commercial Paper		2,858,639	14.1%
Money Market Mutual Fund - Federated Government		4,094,653	20.2%
Total Enhanced Cash Portfolio Assets:	\$	20,234,111	100.0%





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

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Florida Prime (SBA)	\$ 66,642,513	24.2%	25%	Yes
United States Treasury Securities	28,537,848	10.4%	100%	Yes
Federal Instrumentalities	56,011,616	20.3%	100%	Yes
Certificates of Deposit	20,000,000	7.3%	20%	Yes
Savings Accounts	50,415,244	18.3%	100%	Yes
Commercial Paper	4,057,318	1.5%	25%	Yes
Corporate Notes	22,526,231	8.2%	20%	Yes
State and/or Local Government Debt	3,983,142	1.4%	25%	Yes
Bank Accounts - Bank of America	18,997,027	6.9%	100%	Yes
Money Market Mutual Fund	4,182,912	1.5%	50%	Yes
Total Investment Holdings	\$ 275,353,851	100.0%	-	

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
American Express Co	2,499,458	0.9%	5%	Yes
Apple Inc. Corporate Notes	753,809	0.3%	5%	Yes
Bank Accounts - Bank of America	18,997,027	6.9%	100%	Yes
Bank of New York Mellon Corporate Notes	2,014,488	0.7%	5%	Yes
Bank of Tokyo-MIT	995,425	0.4%	10%	Yes
BBVA Compass	5,000,000	1.8%	10%	Yes
Berkshire Hathaway Inc	623,715	0.2%	5%	Yes
BNP Paribas	1,198,679	0.4%	5%	Yes
Caterpillar Corporate Notes	750,543	0.3%	5%	Yes
Centennial Bank	10,014,976	3.6%	10%	Yes
Chevron Corporation Corp Notes	751,089	0.3%	5%	Yes
Cisco Systems Inc.	2,021,550	0.7%	5%	Yes
City of New York	1,729,495	0.6%	10%	Yes
Coca-Cola Co. Commercial Paper	870,761	0.3%	10%	Yes
Colgate-Palmolive Co	749,718	0.3%	5%	Yes
Exxon Mobil Corporate Notes	1,762,549	0.6%	5%	Yes
Federal Farm Credit Bank	6,013,920	2.2%	5%	Yes
Federal Home Loan Bank (FHLB)	19,509,306	7.1%	25%	Yes
Federal Home Loan Mortgage Corporation (FHLMC)	12,836,987	4.7%	25%	Yes
Federal National Mortgage Association (FNMA)	17,651,403	6.4%	25%	Yes
Fidelity Institutional Government MMF	4,182,912	1.5%	25%	Yes
Florida Prime (SBA)	66,642,513	24.2%	25%	Yes
General Electric Corporate Notes	2,524,765	0.9%	5%	Yes
Hancock Bank	27,653,006	10.0%	10%	No
HSBC Holdings PLC	1,001,284	0.4%	5%	Yes



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

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
JP Morgan Chase Corporate Notes	2,009,510	0.7%	5%	Yes
Microsoft Corporate Notes	754,650	0.3%	5%	Yes
Mississippi State	770,055	0.3%	10%	Yes
Pfizer Inc Corporate Notes	1,022,666	0.4%	5%	Yes
Servisfirst Bank	27,747,262	10.1%	10%	No
State of Connecticut	689,445	0.3%	10%	Yes
Foyota Motor Corp	2,507,144	0.9%	10%	Yes
Jnited States Treasury Securities	28,537,848	10.4%	100%	Yes
Jniversity of WA Taxable Revenue Bonds	794,147	0.3%	10%	Yes
Wells Fargo &Company Corporate Notes	1,771,746	0.6%	5%	Yes
Total Investment Holdings	\$ 275,353,851	100.0%	-	



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-11101	Clerk & Comptroller's Report 11. 2.		
BCC Regular	Meeting Consent		
Meeting Date: 10/06/2016			
Issue:	Acceptance of Documents		
From:	Pam Childers, Clerk of the Circuit Court & Comptroller		
Organization	Clerk & Comptroller's Office		

Recommendation:

Recommendation Concerning Acceptance of Documents

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 Fiscal Year 2016-2017 adopted budget for the Northwest Florida Water Management District (NFWMD), as provided by Wendy Dugan, Administration Division Director, NFWMD; and

B. The Settlement Agreement, General Release and Hold Harmless Agreement, regarding settlement of Julia Bonner vs. Escambia County, Florida, Case No. 2005 CA 000985"D," executed by Julia Bonner, based on the Board's action of January 4, 2007, approving to settle the lawsuit.

Attachments

NFWMD FY 2016-2017 Adopted Budget Settlement Agreement - Julia Bonner



Northwest Florida Water Management District

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

Brett J. Cyphers Executive Director Phone: (850) 539-5999 • Fax: (850) 539-2777

September 23, 2016

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

Subject: Northwest Florida Water Management District Adopted Budget for Fiscal Year 2016–2017

Dear Governor Scott:

The Northwest Florida Water Management District respectfully submits its adopted Fiscal Year (FY) 2016-2017 Budget, in accordance with section 373.536, Florida Statutes.

On September 22, 2016, the District's Governing Board adopted a \$62.2 million budget, which uses the roll-back millage rate for taxpayers while maintaining a focus on priority areas including springs protection; the development of minimum flows and levels for the region's vital springs and aquifers; water supply grant assistance to local communities; and protection of the Apalachicola River and Bay.

The District's budget is comprised of a combination of ad valorem revenue, state and federal funding, and other revenues, including timber sales. The District also continues to direct significant levels of state revenue appropriated during prior fiscal years to fund key water resource protection projects.

The District's budget is built on a foundation of projects that are directly in line with its statutory mission of water supply, water quality, natural systems, and flood protections, 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.

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 TE Tallahassee

TED EVERETT NICK PATRONIS Chipley Panama City Beach BO SPRING Port St. Joe

- \$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.
- \$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 the opportunity to present the District's FY 2016-2017 Budget. If I can be of any assistance or provide further information, please do not hesitate to contact me.

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

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

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT FY 2016-2017 TENTATIVE BUDGET COMPARISON BY FUND

	General	Capital Improv & Lands Acq	Lands Management	Special Projects	Regulation	Mitigation	TOTAL
DESCRIPTION	Fund						
Cash Balances Brought Forward	17,998,876	395,702	3,551,868	1,335,414	1,523,663	1,479,399	26,284,922
ESTIMATED REVENUES:							
Ad Valorem Taxes .0366	1,134,841		406,432	7,510	1,864,748		3,413,531
State Water Management Lands TF				978,978			978,978
Land Acquisition Trust Fund		10,161,786	1,484,782	16,725,530			28,372,098
State Florida Forever Trust Fund		372,480					372,480
State Ecosystem Trust Fund				155,313			155,313
Permitting and Licensing					393,250		393,250
Federal Grants				2,879,250			2,879,250
Other State Funds	99,363	300,000	155,000	8,738,437	2,236,492	1,182,784	12,712,076
Local Government Units-Monitoring				142,417			142,417
Timber Sales			1,500,000				1,500,000
Miscellaneous Revenues			111,225	605,960	13,750	40,000	770,935
Revenue	1,234,204	10,834,266	3,657,439	30,233,395	4,508,240	1,222,784	51,690,328
Interfund Transfers	2,702,436	144,499		680,101			3,527,036
Total Estimated Revenues, Transfers and Balances	21,935,516	11,374,467	7,209,307	32,248,910	6,031,903	2,702,183	81,502,286
ESTIMATED EXPENDITURES:							
Salaries & Benefits	1,838,435	26,985	1,252,766	2,231,200	2,651,425	350,835	8,351,646
Other Personal Services	13,090	,	37,159	42,339	256,453	5,879	354,920
Contractual Services	210,327	75,750	1,066,718	5,545,041	186,121	703,882	7,787,839
Operating Expenses	617,425	3,600	839,485	434,003	653,511	78,808	2,626,832
Capital Outlay	135,772	10,494,068	232,961	260,381	126,922	5,630	11,255,734
Grants and Aids (Gen Fund is from reserves)	8,985,183	372,480	8,000	22,491,125			31,856,788
Total Operating Expenditures	11,800,232	10,972,883	3,437,089	31,004,089	3,874,432	1,145,034	62,233,759
Administrative Overhead Allocation	187,535	5,882	271,129	492,276	633,808	77,750	1,668,380
Interfund Transfers	680,101		1,178,555				1,858,656
Operating Expenditures and Transfers	12,667,868	10,978,765	4,886,773	31,496,365	4,508,240	1,222,784	65,760,795
Reserves	9,267,648	395,702	2,322,534	752,545	1,523,663	1,479,399	15,741,491
Total Operating Expenditures, Transfers and Reserves	21,935,516	11,374,467	7,209,307	32,248,910	6,031,903	2,702,183	81,502,286



Northwest Florida Water Management District

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

Brett J. Cyphers **Executive** Director Phone: (850) 539-5999 • Fax: (850) 539-2777

RESOLUTION NO. 817

ADOPTION OF FISCAL YEAR 2016-2017 BUDGET

WHEREAS, the Florida Legislature created the Northwest Florida Water Management District under Chapter 373, Florida Statutes; and

WHEREAS, the ensuing 2016-2017 fiscal year of the Northwest Florida Water Management District shall extend from October 1, 2016, through September 30, 2017; and

WHEREAS, the Northwest Florida Water Management District is authorized by Chapter 373, Florida Statutes, to adopt a budget in accordance with the provisions of Section 200.065, Florida Statutes; and

WHEREAS, the Northwest Florida Water Management District held a Public Hearing as required by Section 200.065, Florida Statutes; and

WHEREAS, programs and projects which are of District benefit will be supported with ad valorem tax revenues and other funding sources as reflected in the sixty two million two hundred thirty three thousand seven hundred fifty nine dollar Fiscal Year 2016-2017 budget.

NOW THEREFORE BE IT RESOLVED, by the Governing Board of the Northwest Florida Water Management District, that:

- 1. The Fiscal Year Final 2016-2017 budget be adopted
- 2. This resolution will take effect immediately upon the adoption.

DULY ADOPTED at a public hearing this 22nd day of September, 2016, A.D. Time Adopted 5:09 PM

> The Governing Board of the NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Roberts, Chair

ATTEST:

John W. Alter, Secretary Treasurer or Brett Cyphers, Acting Secretary-Treasurer

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 TED EVERETT Tallahassee

Chipley

NICK PATRONIS Panama City Beach

BO SPRING Port St. Joe

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ATTORNEY'S REPORT – Janet Lander, County Attorney

I. FOR DISCUSSION

1. Settlement of Lawsuit

Motion made by Commissioner Whitehead, seconded by Commissioner Valentino, and carried unanimously, approving, regarding <u>Julia Bonner vs. Escambia County</u>, Florida, to settle Plaintiff Julia Bonner's lawsuit against Escambia County, for a slip-and-fall at the Juvenile Justice Building, for \$37,500, in exchange for a full release of all claims against Escambia County.

2. Approval of Cash Payment

Motion made by Commissioner Whitehead, seconded by Commissioner Valentino, and carried unanimously, approving, regarding <u>Randolph and Judith Robbert v. Escambia</u> <u>County, Florida/Case No. 00-1462-CA-01</u>, a cash payment to Randolph Robbert and Judith Robbert, in the sum of \$13,513, in exchange for their execution of a General Release regarding damage and repairs to their real property from the excavation and construction of an outfall structure and installation of an upsized pipe from the Copper Forest Detention Pond which abuts their property (*to be paid from Fund 181, Master Drainage Basin Fund, Cost Center 21073, Object Code 56101*).

ITEMS ADDED TO THE AGENDA - COMMISSIONER KEVIN W. WHITE

1. <u>State of Florida v. Wyon Dale Childers</u>

Motion made by Commissioner Whitehead, seconded by Commissioner Valentino, and carried unanimously, authorizing the Chairman to sign the letter to the State Attorney urging him to appeal the Circuit Court Order Denying (State's Motion for) Restitution regarding State of Florida v. Wyon Dale Childers.

ANNOUNCEMENTS – None.

SETTLEMENT AGREEMENT, GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

WHEREAS, Julia Bonner (BONNER) has filed a claim against Escambia County, a political subdivision of the State of Florida (COUNTY), in Case No. 2005CA000982"D", pending in Escambia County Circuit Court;

WHEREAS, the parties to this Settlement Agreement, General Release desire to compromise and settle the said claim and said action rather than to incur the expense and uncertainty of the result of the litigation of said action; and

WHEREAS, the nature, character and extent of the damages and attorney's fees and costs claimed by BONNER is uncertain and subject to differing calculations, the parties agree as follows:

I. GENERAL RELEASE OF ALL CLAIMS

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, in the absence of any of which this Release would not be executed and delivered by BONNER nor accepted by COUNTY, and of the benefits and advantages anticipated by BONNER and by said COUNTY from the compromise and settlement of said claim and said action, and in consideration also of the sum of Thirty Seven Thousand and Five Hundred Dollars (\$37,500.00) to BONNER, in hand paid by said COUNTY, the receipt of which is hereby acknowledged, BONNER has acquitted, released, exonerated and discharged, and does hereby acquit, release, exonerate and discharge COUNTY, its successors, legal representatives, agents and assigns, of and from any and all obligation, liability or responsibility under the laws of the State of Florida, and of any other state of the United States, and of the United States of America, for, from, upon, under, on the account of or growing or arising out of said claim or said action, including (but not by these specific references excluding any other elements of obligation, liability or responsibility in respect of said occurrence) all damages, claims, losses, costs, interest, attorneys fees, charges and expenses, of every kind, nature and character, now existing or hereafter arising, known or unknown or hereafter becoming known, accrued or hereafter accruing, resulting directly or indirectly, proximately or remotely, from all and any of the matters and things embraced in said claim and in said action, and does hereby acknowledge full and complete compromise and settlement, accord and satisfaction and payment thereof and therefor. Each party bears their own costs and attorney=s fees as well as all expert witness fees.

The hereinabove recited considerations are the full, complete and entire consideration for this Release, and there is no agreement, oral or written, express or implied, whereby BONNER is to receive at any time or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition any further consideration of any kind whatsoever from COUNTY for or on account of any other matter, BONNER hereby agrees that she will not, and that her heirs, legal representatives, agents and assigns shall not, hereafter file or institute in any court any other suit or make or file any claims against COUNTY, or its successors, agents, legal representatives, agents or assigns for or on the account of or in respect of said claim or any of the matters and things alleged in said action, and that to any other suit or action which nevertheless may be hereafter brought, on account of, in respect of, any of the matters and things involved in said claim and in said action this

JULIA BONNER SETTLEMENT AGREEMENT, GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

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Release shall be a complete and conclusive defense. It is understood that payment of the considerations for this Release in no way constitutes an admission of liability, but is made by way of a compromise of a disputed claim.

II. INDEMNIFICATION AND DUTY TO DEFEND

BONNER further promises, for the aforesaid consideration, to bind herself, jointly and severally, her heirs, administrators and executors to repay to COUNTY and its successors and assigns, receivers, trustees or administrators for any claim, loss, damage, expense, cost, or any sum of money whatsoever, except the sum above mentioned, that COUNTY may hereafter be compelled to pay arising out of or in connection with said incident. These costs and expenses shall specifically include, but not in any way be limited to, attorney's fees, costs of defending any suit, action or actions in law or equity, satisfaction of liens or claims health care providers, health or disability insurers, workers' compensation carriers or administrators, employers or any other person or party who may bring a claim against COUNTY arising out of or in connection with the incident of October 16, 2002, and all losses, costs, expenses and fees incurred in the enforcement of this Release.

BONNER agrees to hold COUNTY free and harmless from and to indemnify and defend COUNTY and its successors and assigns, receivers, trustees, or administrators, against any claim, loss, damage or expense brought or occasioned by BONNER relating to the incident of October 16, 2002, and her successors and assigns, heirs, executors and administrators arising out of or in connection with or alleged to have arisen out of or in connection with the incident of October 16, 2002.

JULIA BONNER SETTLEMENT AGREEMENT, GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

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III. OTHER TERMS

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the agreement made is not and does not have the effect of any admission of liability or damages by the COUNTY, and that said COUNTY deny liability therefore and intend merely to avoid litigation and buy its peace.

To secure this settlement and the payment of said sum, BONNER hereby declares that she is over twenty-one (21) years of age, and that she rely wholly upon their own judgment, belief and knowledge of the nature and extent of all injuries, disabilities, diseases, illnesses and damages sustained by her, and that no representative or statements about her, made by the doctors or agents of said COUNTY have influenced them in making, or induced them to enter into this Settlement Agreement. Further, BONNER understands that the damages, injuries, disabilities, diseases, or illnesses sustained or claimed by them to have been sustained as the proximate result of the incident of October 16, 2002, may be permanent and progressive and that recovery therefrom is uncertain and indefinite, and in making this Settlement Agreement, BONNER rely wholly upon her own judgment, belief and knowledge of the nature, extent and duration of all of said injuries, disabilities, diseases, or illnesses, and all damages arising therefrom. BONNER further declares that she does not suffer from any mental or physical disability which would disable her from executing this Settlement Agreement, and that she has had the benefit of advice from her own counsel.

JULIA BONNER SETTLEMENT AGREEMENT, GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

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BONNER has read this Settlement Agreement and understands the purport, tenor and effect of this Agreement. It contains and sets forth the entire Agreement between the parties hereto, and there is no part of the Agreement between them in respect of the premises which is not fully, completely, accurately and truly set forth herein.

IN WITNESS WHEREOF, I, JULIA BONNER, has hereunto set my hands and seals at <u>PENSACOLA</u>, <u>Escambin</u> County, Florida, this <u>and</u> day of January, 2007.

I have read this SETTLEMENT AGREEMENT, GENERAL RELEASE AND HOLD HARMLESS AGREEMENT and fully understand it.

Signed, sealed and delivered in the presence of:

m Borne.

Witness

STATE OF Flouda) COUNTY OF Escandio)

I HEREBY CERTIFY that on this date, before me, an officer duly authorized in the State of <u>Florida</u> and <u>Escanbia</u> County aforesaid to take acknowledgments, personally appeared Julia Bonner, who, after being first duly sworn, upon his oath, deposes and says that he is the person described herein and that he executed the foregoing SETTLEMENT AGREEMENT, GENERAL RELEASE AND HOLD HARMLESS AGREEMENT, in the presence of two subscribing witnesses, for the purposes stated therein, and acknowledged that he executed the same freely and voluntarily.

JULIA BONNER SETTLEMENT AGREEMENT, GENERAL RELEASE AND HOLD HARMLESS AGREEMENT

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State of <u>Florida</u> and <u>Examplin</u> County last aforesaid, this <u>22</u> day of January, 2007.

.

da Broug.

Notary Public Commission number: <u>DDろ90712</u> My commission expires: <u>2-7-09</u>



JULIA BONNER SETTLEMENT AGREEMENT, GENERAL RELEASE AND HOLD HARMLESS AGREEMENT



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-11102	Clerk & Comptroller's Report 11. 3.		
BCC Regular	Meeting Consent		
Meeting Date: 10/06/2016			
Issue:	Minutes and Report		
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 Committee of the Whole Workshop held September 8, 2016;

B. Approve the Minutes of the Second Budget Pubic Hearing for consideration of the Fiscal Year 2016-2017 Budget, held September 20, 2016;

C. Accept, for filing with the Board's Minutes, the Report of the Agenda Work Session held September 22, 2016;

D. Approve the Minutes of the Attorney-Client Session held September 22, 2106; and

E. Approve the Minutes of the Regular Board Meeting held September 22, 2016.

Attachments

20160908 CW Workshop 20160922 Agenda Work Session

REPORT OF THE COMMITTEE OF THE WHOLE WORKSHOP OF THE BOARD OF COUNTY COMMISSIONERS HELD SEPTEMBER 8, 2016 BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA (9:02 a.m. – 10:43 a.m.)

- Present: Commissioner Grover C. Robinson, IV, Chairman, District 4 Commissioner Lumon J. May, District 3 Commissioner Douglas B. Underhill, District 2 Commissioner Steven L. Barry, District 5 Jack R. Brown, County Administrator Alison Rogers, County Attorney Susan Woolf, General Counsel to the Clerk Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office Judy H. Witterstaeter, Program Coordinator, County Administrator's Office
- Absent: Commissioner Wilson B. Robertson, Vice Chairman, District 1

AGENDA NUMBER

1. Call to Order

Chairman Robinson called the Committee of the Whole (C/W) Workshop to order at 9:02 a.m.

2. <u>Was the Meeting Properly Advertised?</u>

The C/W was advised by Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office, that the Meeting was advertised in the *Pensacola News Journal* on September 3, 2016, in the *Board of County Commissioners – Escambia County, Florida, Meeting Schedule September 5 – September 9, 2016.*

AGENDA NUMBER – Continued

3. <u>Fair Labor Standards Act Changes and Impact on Employees of the Board of County</u> <u>Commissioners</u>

- A. Board Discussion The C/W discussed the Fair Labor Standards Act (FLSA) of 1938, as amended by the December 1, 2016, Rule Change, and was advised by Tom Turner, Human Resources (HR) Director, that changes effective December 1, 2016, affect Executive, Administrative, and Professional employees, as defined in the Act, by increasing the minimum annual salary requirement from \$23,660 to \$47,476 to be exempt from the FLSA, which impacts the County as follows:
 - HR will consider positions classified with starting salary below \$47,476 to be non-exempt, and starting salary above \$47,476 exempt, provided the duties meet the requirements for exemption;
 - (2) The County has approximately 55 employees who will change from exempt to non-exempt; those employees' current leave programs will not be changed, but they will be eligible for appeals to the Merit System Protection Board in regard to job actions;
 - (3) A new pay range, 42A, starting at \$47,476 will be implemented to accommodate 13 employees and 6 different job specs that are right on the cusp of the threshold; and
 - (4) Commissioners' Aides will continue to be exempt; and
- B. Board Direction None.

AGENDA NUMBER – Continued

4. <u>FS 381.986 – Compassionate Medical Cannabis Act of 2014 (Compassionate Use of Low-THC and Medical Cannabis)</u>

- A. Board Discussion The C/W viewed and discussed a PowerPoint Presentation, which was also provided in hard copy, entitled FS 381.986 – Compassionate Medical Cannabis Act of 2014 (Compassionate Use of Low-THC and Medical Cannabis), presented by Horace Jones, Development Services Director, and the C/W:
 - (1) Heard the request from Mr. Jones for Board direction regarding the following options:
 - (a) Draft an Ordinance that would allow for medical marijuana dispensaries distributing low-THC and medical cannabis as a "permitted use" within <u>all</u> zoning categories that allow for retail sales, <u>with a minimum distance of</u> <u>1000'</u> from child care facilities or schools, <u>and to limit the number of</u> <u>establishments within Escambia County</u>; or
 - (b) Draft an Ordinance that would allow for medical marijuana dispensaries distributing low-THC and medical cannabis as a "permitted use" within <u>all</u> zoning categories that allow for retail sales, with <u>NO</u> minimum distance from child care facilities or schools **and** <u>NO</u> limit on the number of establishments; or
 - (c) Draft an Ordinance that would allow for medical marijuana dispensaries distributing low-THC and medical cannabis as a "<u>conditional approval</u>" from <u>the Board of Adjustment</u> within <u>all</u> zoning categories that allow for retail sales, with <u>NO</u> minimum distance from child care facilities or schools and <u>NO</u> limit on the number of establishments; or
 - (d) Draft an Ordinance that would allow for medical marijuana dispensaries distributing low-THC and medical cannabis as a "permitted use" within the zoning categories that have a Commercial zoning designation only, such as Commercial (COM), Heavy Commercial and Light Industrial (HC/LI), Industrial (Ind), along with those on Perdido Key and Pensacola Beach, with <u>NO</u> minimum distance requirement and no limit on the number of establishments. AG does allow for intense farming operations;

(Continued on Page 4)

AGENDA NUMBER – Continued

- 4. Continued...
 - A. Continued...
 - (2) Directed staff to draft an Ordinance in accordance with Option (b), with the following changes:
 - (a) Include the name "Compassionate Medical Cannabis Act of 2014 (Compassionate Use of Low-THC and Medical Cannabis)" and the definitions included in the Act in the Ordinance; and
 - (b) Revise "all zoning categories," excluding "Commercial Hotel" and "Recreation Retail"; and
 - B. Board Direction None.
- 5. <u>Dog-Friendly Dining</u>
 - A. Board Discussion The C/W discussed Dog Friendly Dining in Escambia County, and was advised by County Attorney Rogers that:
 - (1) County Regulatory Ordinances, State Law, and the Health Department do not allow dogs in dining facilities, unless it's a service animal;
 - (2) There is a State Law that provides for an exemption, which will allow the County to have a permitting scheme to allow restaurants to provide "dog friendly" dining in specific areas of a restaurant;
 - (3) The City of Pensacola did adopt a scheme and have permitted two dog friendly dining restaurants within the City; and
 - (4) The State Law is very specific as to the steps that must be taken for permitting and staff will draft an Ordinance for discussion at the next C/W Workshop; and
 - B. Board Direction None.

AGENDA NUMBER – Continued

- 6. <u>Appointment of Two At-Large Members to the Committee for the Selection of the Design/Build Entity for the Design and Construction of the New County Correctional Facility</u>
 - A. Board Discussion The C/W agreed to be add this item to the September 22, 2016, Board of County Commissioners Regular Meeting agenda, per Commissioner Robertson's request; and
 - B. Board Direction None.

ITEMS ADDED TO THE AGENDA

- 1. VTME Aerospace
 - A. Board Discussion The C/W discussed the VT Mobile Aerospace Engineering, Inc. (VT MAE) aircraft maintenance, repair and overhaul facility project at the Pensacola International Airport, and the C/W:
 - (1) Heard an update on the status of the project from Daniel Flynn, Pensacola International Airport Director, as follows:
 - (a) The 95% design has been used to solicit bids for construction, resulting in a guaranteed maximum price (GMP) of \$37.5 million, which has been deemed acceptable by all involved entities;
 - (b) VT MAE accepted and approved the final project as an amendment to their lease agreement, Greenhut Construction Company's contract has also been amended to include the GMP, and both amendments will be presented to the Pensacola City Council;
 - (c) The Industry Retention Recruitment and Expansion Fund Document was modified to 400 from an original commitment by VT MAE to create 300 jobs due to grant dollars provided by the State of Florida, being contingent on VT MAE committing to more than 300 jobs; and
 - (d) Approximately \$2.1 million has been expended so far and another \$1.1 million in fees is pending;

(Continued on Page 5)

ITEMS ADDED TO THE AGENDA – Continued

- 1. Continued...
 - A. Continued...
 - (2) Requested the Pensacola International Airport staff to submit financial data, on a monthly basis, directly to the Commissioners, and provide a quarterly update at C/W Workshops on the progress of the project and efforts to recruit/train local citizens for jobs; and
 - (3) Was advised by Danita Andrews, Florida West Director of Business Development, that George Stone has an aircraft maintenance training program underway to prepare the workforce and more details will be provided in the future as part of the quarterly update; and
 - B. Board Direction The C/W recommends that the Board submit a formal request to Mayor Ashton Hayward and the Pensacola City Council to hold a joint meeting with the Board of County Commissioners.

Recommended 4-0, with Commissioner Robertson absent

<u>Speaker(s):</u>

Eric Olson Andrea Kvech

AGENDA NUMBER – Continued

7. Adjourn

Chairman Robinson declared the C/W Workshop adjourned at 10:43 a.m.

REPORT OF THE BOARD OF COUNTY COMMISSIONERS AGENDA WORK SESSION HELD SEPTEMBER 22, 2016 BOARD CHAMBERS, FIRST FLOOR, ERNIE LEE MAGAHA GOVERNMENT BUILDING 221 PALAFOX PLACE, PENSACOLA, FLORIDA (9:08 a.m. – 10:33 a.m.)

- Present: Commissioner Grover C. Robinson IV, Chairman, District 4 Commissioner Wilson B. Robertson, Vice Chairman, District 1 Commissioner Steven L. Barry, District 5 Commissioner Lumon J. May, District 3 Commissioner Douglas B. Underhill, District 2 Honorable Pam Childers, Clerk of the Circuit Court and Comptroller Jack R. Brown, County Administrator Alison Rogers, County Attorney Susan Woolf, General Counsel to the Clerk Kimberly McCord, Office Assistant III, Clerk and Comptroller's Office Judy H. Witterstaeter, Program Coordinator, County Administrator's Office
 - 1. <u>FOR INFORMATION:</u> The agenda for the September 22, 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 Item, with comments from Williams Stevens, who has requested relief of Code Enforcement Lien against properties at 205 McKinley Drive and 20 Teakwood Drive;
 - 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;
 - E. County Attorney Rogers reviewed the County Attorney's Report; and
 - F. Commissioner Robinson reviewed his add-on item.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11023 **BCC Regular Meeting**

Growth Management Report 11.1. **Public Hearing**

Meeting Date: 10/06/2016

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Issue: Removing a Parcel From the Escambia County Mid-West Sector Plan, DSAP

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Removing a Parcel From the Escambia County Mid-West Sector Plan, Detailed Specific Area Plan (DSAP)

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO) an Ordinance removing the parcel within Section 3, Township 1N, Range 31W, Parcel Number 1302-000-003, from the Escambia County Mid-West Sector Plan, Jacks Branch Detailed Specific Area Plan.

BACKGROUND:

The applicant requested the 8.67+/- acre parcel be removed from the Sector Plan. The current underlying zoning for the parcel is HC/LI and the Future Land Use (FLU) is MU-S. The applicant has stated that at this time, the parcel will maintain the existing zoning and FLU categories. The applicant also stated that there is no immediate proposed development for the site. The existing Land Use derived from the adopted DSAP Final Land Use Plan, identifies the parcel under the Conservation Neighborhood designation.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Land Use Plan Map which is a part of the Mid-West Sector Plan and will be filed with the Department of State following adoption by the board.

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

Attachments

<u>Draft Ordinance</u> Working Case File

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)
Document: Opting Out Sector Plan
Date: 8/19/2016
Date requested back by:
Requested by:
Phone Number: 595-3467
(LEGAL USE ONLY)
Legal Review by <u>Helledin (17214601)</u> Date Received: 8 (17214)
Date Received: 8 [MA 16
Approved as to form and legal sufficiency.
Not approved.
Make subject to legal signoff.

Additional comments:

1 2	ORDINANCE NUMBER 2016
3 4 5 6 7 8 9 10 11 12	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING THE ESCAMBIA COUNTY MID-WEST SECTOR PLAN, DETAILED SPECIFIC AREA PLANS (DSAP), FINAL LAND USE PLAN, FIGURE 2.01.A, REMOVING PARCEL WITHIN SECTION 3, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1302-000-003 TOTALING 8.67 (+/-) ACRES, LOCATED NORTH OF NEAL ROAD, FROM THE ESCAMBIA COUNTY MID-WEST OPTIONAL SECTOR PLAN, JACKS BRANCH DSAP; PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
13 14 15 16	WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and
10 17 18 19	WHEREAS , Chapter 16, FLU 16.6.1.V of the Escambia County Comprehensive Plan provides guidelines for removing properties from an approved DSAP; and
20 21 22 23	WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the boundaries of the Escambia County Mid-West Sector Plan, Jacks Branch DSAP, Final Land Use Plan, Figure 2.01.A, Attachment A; and
24 25 26	WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;
27 28 29 30	NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:
31	Section 1. Purpose and Intent
32 33 34 35 36	This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.
37	Section 2. Title of Map Amendment
38 39 40 41 42 43 44	This Final Land Use Plan map amendment shall be entitled – "Opting-Out Escambia County Mid-West Sector Plan OSP 2016-01."
45	BCC: 10-06-16 Page 1
	Re: OSP-2016-01

1 Section 3. Changes to the Final Land Use Plan Map

The Final Land Use Plan Map, as adopted in the Escambia County Mid-West Sector Plan, Land Use Plan and Development Program, and all notations, references and information shown thereon, is further amended to remove the following parcel:

A parcel within Section 3, Township 1N, Range 31W, parcel number 1302 000-003 and totaling 8.67 (+/-) acres, located North of Neal Road, as more
 particularly described in the Boundary Survey description produced by
 Leland M. Empie, registered professional surveyor and mapper from

11 Empire Land Surveying, Inc., dated 1/30/08, included as Attachment C.

12 The amended Final Land Use Plan Map boundary is reflected in Attachment B.

13 Section 4. Severability

14

2

Section 4. Severability

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

18 19

19 Section 5. Effective Date20

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

27				
28	DONE AND	ENACTED this	_ day of	, 2016.
29				
30				BOARD OF COUNTY COMMISSIONERS
31				OF ESCAMBIA COUNTY, FLORIDA
32				
33				
34			By: _	
35				Grover C. Robinson, IV, Chairman
36	ATTEST:	PAM CHILDERS		
37		CLERK OF THE C	IRCUIT COL	IRT
38				
39				
40		Ву:		
41		Deputy Cler	k	
42	(SEAL)			
43				

BCC: 10-06-16 Re: OSP-2016-01 Draft 1

- 1
- 2 ENACTED:
- 3 FILED WITH THE DEPARTMENT OF STATE:
- 4 EFFECTIVE DATE:

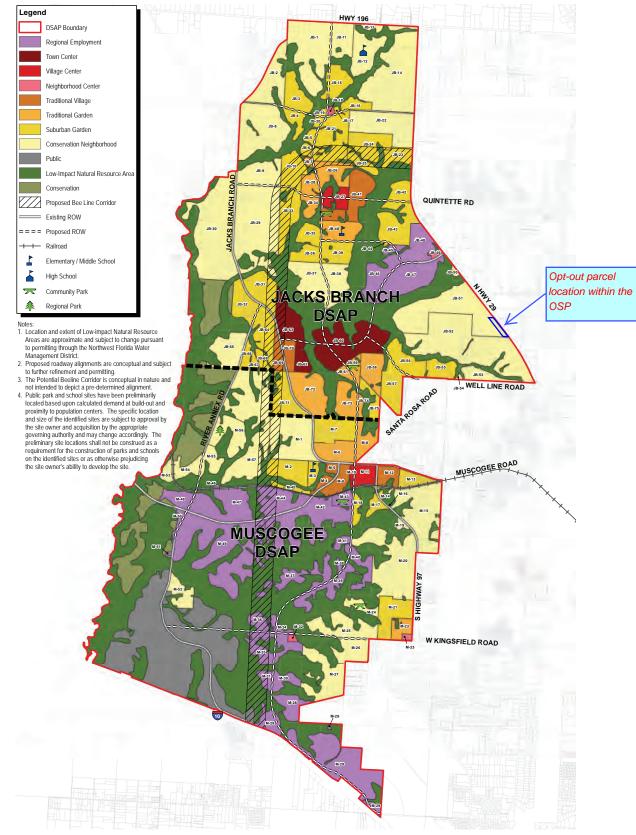


Figure 2.01.A Final Land Use Plan

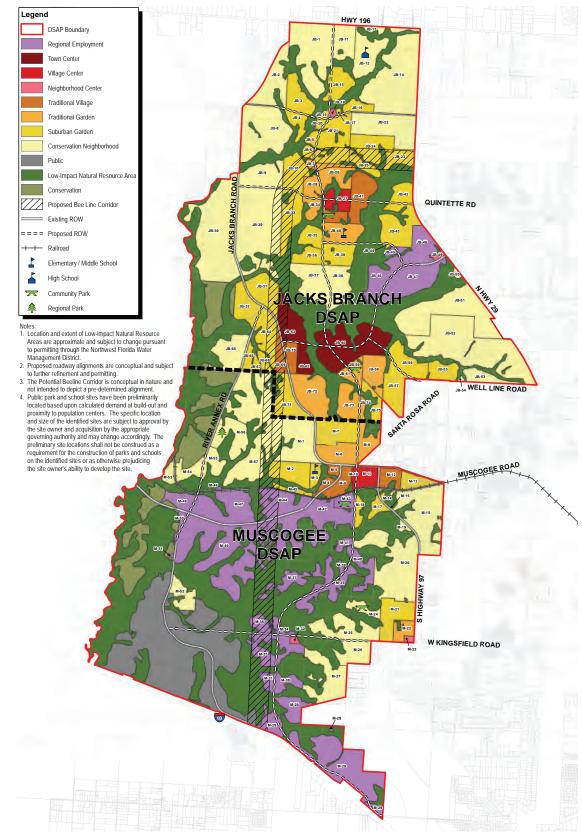
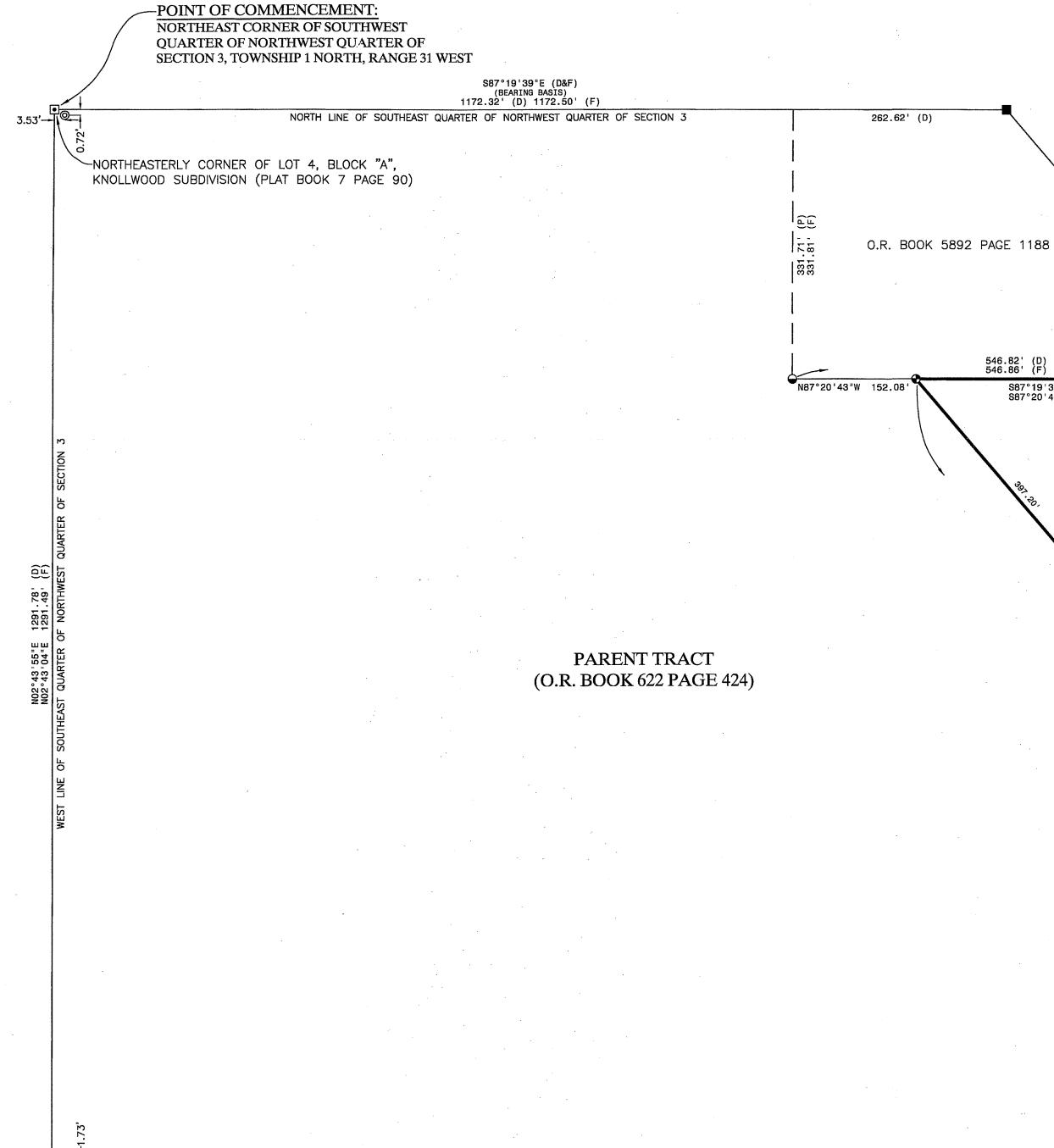
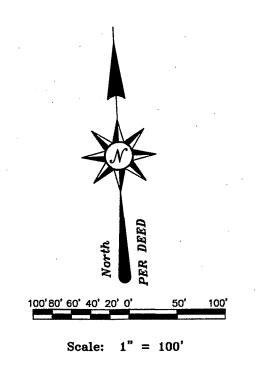


Figure 2.01.A Final Land Use Plan







5.81'-

1\039-07-R1.dwg, 1/30/2008 11:04:24 AM, KIP

CURVE DATA TABLE
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 163.04'
 S37*29'07'E

 C1
 (F)
 11391.20'
 163.33'
 163.33'
 S37*28'45'E
 00*49'17'

EMPIRE LAND SURVEYING, INC. 8720 N. PALAFOX STREET, PENSACOLA, FLORIDA 32534 PHONE: 850-477-3745--FAX: 850-477-3705 LICENSED BUSINESS #6993, STATE OF FLORIDA

ATTACHMENT C

BOUND N A PORTION OF SEC RANGE 31 WEST, E

LEGAL DESCRIPTION (PREPARED BY THE UNDERSIGNED AT CLIEN

(A PORTION OF O.R. BOOK 622 PAGE 424)

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHWEST ONE 1 NORTH, RANGE 31 WEST, SAID POINT ALSO BEING THE NORTH RECORDED IN PLAT BOOK 7, AT PAGE 90 OF THE PUBLIC RECOIL 39" EAST ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUA 1172.32 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE RIGHT-OF-WAY LINE SOUTH 37 DEGREES 53' 43" EAST A DISTAI ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 37 DEGREES CURVATURE OF A CURVE TURNING TO THE RIGHT CONTAINING A LENGTH OF 163.04 FEET, CHORD BEARING OF SOUTH 37 DEGRE (R/W VARIES); THENCE DEPARTING SAID WESTERLY RIGHT-OF-WA SAID NORTHERLY R/W OF NEAL ROAD A DISTANCE OF 392.94 FE R/W OF U.S. 29; THENCE DEPARTING SAID R/W GO NORTH 37 PERPENDICULAR TO THE WESTERLY R/W OF U.S. 29 A DISTANCE DISTANCE OF 394.78 FEET TO THE POINT OF BEGINNING. ALL LYI CONTAINING 8.67 ACRES MORE OR LESS.

 ± 8.67 ACRES (WOODED)

THE UNDERSIGNED CLIENT

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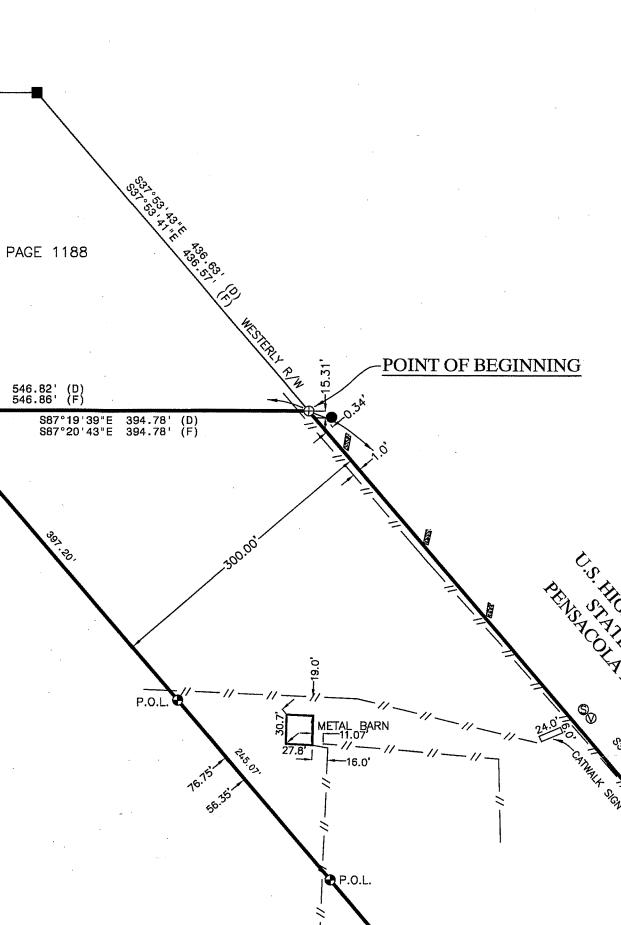
NOT VALID WITHOUT THE ORIGINAL BLUE SIGNATURE AN

N87°23'48"W 392.94' (D&F)

NEAL ROAD (R/W VARIES)

REVISIONS	FIELD BOOK	DATE	SUIRVIE I HEREBY CERTIFY: THAT
R1) REVISE LEGAL DESCRIPTION	NONE	1/28/08	LAND SURVEYED; THAT TH
ALONG WEST PROPERTY LINE	46		THAT THIS SURVEY MEETS FLORIDA ADMINISTRATIVE COD
	pre		AL IV.
POSSIBLE ENCROACHMENTS: FENCES	V	· · ·	Vera Me Vigie
			PROFESSIONAL SURVEYOR AND

_____// _____/



NORTHERLY R/W

N87°23'48"W (D&F) 2275.33' (D) 2275.11' (F)

UNDARY SURVEY		
NEAL ROAD F SECTION 3, TOWNSHIP 1 NORTH,		
EST, ESCAMBIA COUNTY, FLORIDA		
	INC.	
	~	
	COTTON	
ERSIGNED AT CLIENTS' REQUEST)		TION: SE 424 WINCS
HE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 3, TOWNSHIP	ROBERTSON -	F INFORMATION: EVIDENCE OF RECORD BOOK 622 PAGE 424 SUDVEVEV DAMITNES
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AY LINE OF STATE ROAD NO. 95 (U.S. 29, 200' R/W); THENCE GO ALONG SAID WESTERLY 43" EAST A DISTANCE OF 436.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE OUTH 37 DEGREES 53' 43" EAST A DISTANCE OF 1095.64 FEET TO THE POINT OF	CLIENT	RCE O) FIELD DEEDS 0.R. F
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I.S. 29 A DISTANCE OF 1260.28 FEET; THENCE GO SOUTH 87 DEGREES 19' 39" EAST A BEGINNING. ALL LYING AND BEING IN SECTION 3, TOWNSHIP 1 NORTH, RANGE 31 WEST AND	°19'39	
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IONAL SURVEYOR AND MAPPER, NO. 5766, STATE OF FLORIDA DATE		

OSP-2016-01

Wiley C. "Buddy" Page, MPA, APA PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC 5337 Hamilton Lane • Pace, Florida 32571 CELL (850) 232-9853 budpage1@att.net

> June 21, 2016 VIA HAND DELIVERY

Mr. Horace Jones, Director Development Services Department 1363 Park Place Central Complex Pensacola, Florida 32505

RE: Application for Sector Plan Overlay Designation Change for Parcel No. 03-1N-31-1302-000-003

Dear Mr. Jones:

The attached amendment application, combined with our earlier (Opt-out) letter sent to you, requests consideration to remove the referenced property from the Conservation Neighborhood classification on the Sector Plan Overlay Map.

The application contains responses to those items listed in your outline dated June 21, 2016. We are seeking to revert to those previous classifications allowing HC-LI as a viable category. This will include a Future Land Use category of Mixed Use- Urban and a DSAP overlay of the appropriate Village or Regional Employment center category.

Please contact me if you require additional information.

ours.

Wiley C."Buddy" Page

copy: Robertson Cotton, Inc.

Wiley C. "Buddy" Page, MPA, APA PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC 5337 Hamilton Lane • Pace, Florida 32571 CELL (850) 232-9853 budpage1@att.net

> November 3, 2015 VIA HAND DELIVERY

Mr. Horace Jones, Director Development Services Department 3363 West Park Place Pensacola, Florida 32505

RE: Request to Opt-Out of DSAP Property Parcel No. 03-1N-31-1302-000-003 Address: 1400 Hwy 29 North - Cantonment

Dear Mr. Jones:

I represent Mr. Wilson Robertson, owner of the property referenced above. This letter requests that the referenced property be allowed to "**opt-out**" of the recently adopted Escambia Detailed Specific Area Plan (DSAP).

This comes about as the result of the DSAP overlay map designating the property as Conservation greatly eliminating any commercial development on the property. You will recall that the Planning Board and County Commission approved upgrading of the zoning to the commercial Gateway Business District (GBD) category in 2007 only to recently learn the new DSAP map strips the property of any commercial development potential it was previously given.

We contacted the Florida Department of Economic Opportunity (FDEO) and during the discussion learned that all landowners within the DSAP boundary area must consent to having their land included in a sector plan. Mr. Robertson maintains that at no time was he ever approached or notified that inclusion and approval of DSAP would severely impact/restrict his ability to commercially develop his property. Moreover, the DSAP map depicts hundreds of other acres that have been similarly classified/impacted with the likelihood that those owners too, are without knowledge as to these new development restrictions.

We understand that you and your staff will send/discuss this request with FDEO and advise us in writing as to the next steps as we move through this "opt-out" process.

Please contact me if you have any questions or need anything further.

Sincerely yours, ey C."Buddy" Page

copy: Wilson Robertson Wayne Cotton Jack Brown

* KOOD ESISTING FLEI * KEEP UNDERLYING ZONING

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

, i en	Sacola, 1 L 52505 (0	150) 575-5475		1	2
-	OPT OUT	SECTOR	PLAN	-long).
FUT	URE LAND USE I	AP AMENDA	AENT APP	LICATION	

(THIS SECTION FOR OFFICE USE ONLY):

TYPE OF REQUEST: SM ALL SCALE ELU AMENDMENT LARGE SCALE E LU AMENDME NT								
Current FLU: <u>MU-S</u> Desired FLU <u>NONE</u> zoning: <u>HC-U</u> Taken by: Planning Board Public Hearing, date(s): <u>6 SEP</u> 16								
								BCC Public
Fees Paid	Ø	Re	ceipt #			Date:	· · · · · · · · · · · · · · · · · · ·	
OWNER'S N ESCAMBIA (RESS AS	SHOWN	ON PUBL		os of	
Name:	Robertson	- Cotton Inc						
Address:	Hwy 29 32	514						
City:	Pensacola	<u> </u>	St	ate: <u>Floric</u>	la	_Zip Code:	32514	
Telephone: ()							
Email:								
DESCRIPTIC Street addres	S:		orth West co	mer of Hw	v 29 and N	eal Road		—
							·····	_
Subdivision:								
			N/A	,- <u>.</u>				_
Property refe	rence numb	er: Section	03	Town	ship <u>1</u>	Range	e1N	_
		Parcel	1302	Lot	000	Block	003	-
Size of Prope	erty (acres)	08.67	_ Sewer_>	X Septi	ic Tank			

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

- I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- 6) I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

Signature (I	Property Owner)	Pri	nted Name		Date	е
	Wiley C."Buddy" P					
Signature (A	Agent's Name (or ow	ner if represent	ing oneself)	Printed Name	Date	
Address:	5337 Hamilton Lan	ne Pace, Florida	32571			
City:	Pace	State:F	<u>L</u> Zip:	32571		
Telephone	(850) <u>232</u> - <u>985</u>	<u>3</u> Fax#	()			
Email:	budpage1@att.net	t				_
STATE OF	Florida					
COUNTY O	Florida F Escarbia					
The forgoin	g instrument was act	knowledged bef	ore me this $\underline{\setminus}$	5day of _	July	yea
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	f Notary Public Da		Pri	inted Name of	f Notary	AUG
Signature o				inted Name of sion No		AU

1

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located a	at Hwy 29 32514
Pensacola, Florida, Property Reference N	lumber(s)03-1N-31-1302-000-003
I hereby designate Wiley C."Buddy" Pag	e, for the sole purpose of completing this application
and making a presentation to the Plann	ing Board, sitting as the Local Planning Agency, and th
Board of County Commissioners, to re	equest a change in the Future Land Use on the above
referenced property.	
This Limited Power of Attorney is grante	d on this 5th day of VULY, the year of
2014 and is effective until the Board of	of County Commissioners has rendered a decision on
this request and any appeal period has	expired. The owner reserves the right to rescind this
Limited Power of Attorney at any time wi	ith a written, notarized notice to the Planning and
Engineering Department.	
Wilson B Obert	Robertson - Cotton Inc.
Signature of Property Owner Da	ate <u>Printed</u> Name of Property Owner
	Wiley C."Buddy" Page
Signature of Agent Date	Printed Name of Agent
STATE OF Florida	
COUNTY OF ESCATIDIA	<u> </u>
The foregoing instrument was acknowle	dged before me this <u>5</u> day of <u>July</u> , year
2016, by Wilson B Roberton	
oath.	
He/she is 🔀 personally known to me, () produced current Florida/Other driver's license,
and/or () produced current	as
identification.	
() $()$ $()$ $7/$	5/11/2 Davis
Signature of Notary Public Da	te Printed Name of Notary Public
Commission Number	My Commission Expires
(Notary seal must be affixed)	Diana Davis
na e contra de la companya de la contra de la	Notary Public - State of Florida My Commission # FF 206551 Page 5 of My Commission # Exp May 9, 2019

,

ESCAMBIA COUNTY DEVELOPMENT SERVICES DEPARTMENT 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475

FUTURE LAND USE MAP AMENDMENT APPLICATION CONCURRENCY DETERMINATION ACKNOWLEDGMENT Project name:

Robertson - Cotton Inc.

Property reference #: Section 03 Township 1N Range

Parcel # 1302-000-003

Project Address:

North west corner of Hwy 29 and Neal Road

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAV	/E READ, UNDERST.	AND AND AGREE WITH THE
ABOVE STATEMENT ON THIS 5	DAY OF Vy	, 2020/6
1.2- 0/2		

Uson Stoberlyon **Owner's signature**

Robertson - Cotton Inc. Owner's name (print)

Agent's signature

Agent's name (print)

DATA AND ANALYSIS

Robertson - Cotton Development

As part of the review process, data and analysis of the most intense development allowed under the Future Land Use category must be selected, regardless of any proposed use by owners/developers. This 8.67 acres has a FLU category of Mixed Use Suburban MU-S which allows a government use building, which produces more intense trip generation that other potential uses (see attached trip generation spread sheet). The following narrative then, is based upon a potential 45,000sf governmental building constructed on the site.

A. The data and analysis for **A-Sanitary Sewer**, **B-Solid Waste** and **C-Potable Water** capacities references a site that is presently undeveloped and vacant, so base line usage data is non-existent, thus presumed zero. An attached letter to ECUA requests confirmation that sufficient capacity is available in each of the above categories to support development of a conceptual 45,000sf governmental office building.

D. Stormwater Management - The collection, containment and treatment for on-site stormwater will be designed and submitted to all appropriate regulatory offices for review and approval once site plans are available. The 8.67 acre site has sufficient area to locate a containment area(s) for this purpose.

E. Traffic - The attached spread sheet, **Trip Generation Rates from the 8th Edition ITE Trip Generation Report,** suggests that a 45,000sf government office building will generate some 3,102 daily trips onto the area road network. This site faces Hwy 29, which is a 4 lane facility and Neal Road, a two lane county maintained local roadway. The current FDOT traffic count is 22,000ADT from a counter located just south of the site (see attached map).

F. Recreation and Open Space - This proposed development will be designed addressing recreation as required by the Land Development Code for a commercial development. Open Space requirements will be determined by the appropriate lot coverage standards for a commercial developments.

G. Schools - This site is fronting an a major 4 land roadway whose highest and best use is commercial rather than residential. As such, impacts on any school facility would likely be little or none.

Wellhead Proximity - The site is located at the northwest corner of Hwy. 29 and Neal Road. Well Line Road is located approximately one mile south of Neal Road. Several well head pumping sites are located along Well Line Road as shown on the attached site location map. Given this one-half mile distance between the site and the well head location(s), no adverse impact is anticipated.

Historically Significant Site Determination - A letter (copy attached) has been forwarded to the University of West Florida Archeology Department requesting determination as to whether this site has any historical significance.

Natural Resources - The site contains a large number of trees, some of which could be heritage oaks and several less, but still protected species. The site contains a high slope toward the middle suggesting no presence of wetlands. A tree inventory will be required as part of a site plan to concisely determine the presence and extent of any significant natural resource material(s).

Consistency with the Escambia County Comprehensive Plan

The following is a compliance review of the proposed development to relevant requirements of the adopted Comprehensive Plan.

FLU 1.1.1 Development Consistency. New development and redevelopment in unincorporated Escambia County will be consistent with the Plan and the FLUM. The 2030 FLUM is attached herein to this Plan as Exhibit B.

RESPONSE - The proposed development is allowed under the uses for the designated Mixed Use- Suburban category, thus being otherwise consistent.

FLU 1.2.1 State Assistance. Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County, and will utilize guidance, direction, and technical assistance received from this agency.

RESPONSE - The applicant has requested the Archeology Department at the University of West Florida to advise if they have any listing that indicates if the site is included/classified as having any historical significant characteristics.

FLU 1.5.1 New Development and Redevelopment in Built Areas. To promote the efficient use of existing public roads, utilities, and service infrastructure, the County will encourage the redevelopment in underutilized properties to maximize development densities and intensities located in the MU-S, MU-U, Commercial, and Industrial Future Land Use categories (with the exception of residential development).

RESPONSE - This site is located within the Mixed Use - Suburban FLUM category and will produce efficient use of the listed infrastructure items.

FLU 2.1.2 Compact Development. To promote compact development, FLUM amendments and residential re-zonings to allow for higher residential densities to be allowed in the MU-U and MU-S future land use categories.

OBJ FLU 2.3 Infill Development Encourage infill development in appropriate urbanized areas where infrastructure is sufficient to meet demands, such as in MU-U and MU-S.

RESPONSE - Again, this site is located within the MU-S category, responding and being consistent with this objective.

MOB 1.1.2 On-site Facilities. All new private development will be required to provide safe and convenient on-site traffic flow as indicated in the LDC.

RESPONSE - Once detailed preliminary site plans regarding on-site traffic flow are developed, they will be submitted to the county Development Review Committee for review and approval.

MOB 1.1.7 Access Management. Escambia County will promote access management by limiting the number of conflict points that a motorist experiences during travel, separating conflict points as much as possible when they cannot be eliminated, and controlling the turning movements to facilitate traffic flow on affected roadways.

RESPONSE - Although preliminary, it is anticipated that a single ingress point will be provided at the northerly end of the site while a second ingress/egress point will be located by way of Neal Road at the southerly end of the site.

INF 3.1.6 Developer Responsibilities. Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

RESPONSE - Once the stormwater facility(s) are approved, it is understood that the facility will be constructed to County standards and paid for by the developer.

INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development will be the

responsibility of the developer unless otherwise funded by the service provider.

RESPONSE - Should any modifications or extensions of water lines be required to support the proposed FLUM change, the resulting costs will paid by the developer.

CON 1.1.2 Wetland and Habitat Indicators. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the FFWCC Land Satellite (LANDSAT) imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this Plan as Exhibit N.

CON 1.1.6 Habitat Protection. Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.

RESPONSE - The site fronts on Hwy. 29 while a residential subdivision is located on the westerly side and Neal Road to the south. It is not presently known if the site contains any protected wildlife habitat. If any are discovered during the site plan development or construction phase, the developer will notify the County for guidance.

CON 1.3.1 Stormwater Management. Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

RESPONSE - All stormwater management plans will be presented to the County for review to determine consistency with rules identified in the adopted Land Development Code and the Future Land Use regulations.

CON 1.4.1 Wellhead Protection. Escambia County will provide

comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

RESPONSE - According to the attached Well Head Protection Map, this site is located approximately one-half mile north of the nearest well head sites located along Well Line Road. At this location, it is anticipated that there will not be any adverse impacts.

FLU 2.1.1 Infrastructure Capacities. Urban uses will be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

RESPONSE - The site has existing water and sewer service available. A letter has been forwarded to ECUA requesting confirmation of availability. Wiley C. "Buddy" Page, MPA, APA PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC 5337 Hamilton Lane • Pace, Florida 32571 CELL (850) 232-9853 budpage1@att.net

> June 21, 2016 VIA HAND DELIVERY

Mr. Tom Justice Emerald Coast Utility Authority 9255 Sturdevant St. Pensacola, Florida 32514

RE: Utility Services Capacity Request

Dear Mr. Justice:

A proposed commercial/retail development is proposed on a site located at the northwest corner of Hwy 29 and Neal Road (see attached map). As part of the County review process, we are required to demonstrate that is sufficient water, sanitary sewer and sanitary garbage/trash capacity to service this proposed development.

The site measures some 8.67 acres and could likely support a development containing mixed retail/commercial activities totaling some 45,000sf in size. Please review the attached and provide us with you written finding regarding available capacities in areas noted above.

Please call if you require additional information. If possible, I will be happy to pick up your response at your offices. Thank you.

Sincerely yours,

Wiley C."Buddy" Page

copy: Robertson-Cotton

Wiley C. "Buddy" Page, MPA, APA PROFESSIONAL GROWTH MANAGEMENT SERVICES. LLC 5337 Hamilton Lane • Pace, Florida 32571 CELL (850) 232-9853 budpage1@att.net

> June 21, 2016 VIA HAND DELIVERY

Archeology Department University of West Florida Pensacola, Florida 32501

RE: Request for Archeology Site Review

Dear Sir or Madam:

We are preparing a application for submittal to Escambia County regarding development of an 8.67 acre site located near the northwest corner of Hwy 29 and Neal Road (see attached map). As part of the County application review process, we are required to demonstrate that the site is not listed as one having any historical significance according to records maintained by the University.

This letter requests that you provide us with your written findings with regard to this site so that we can include it in our application to demonstrate compliance.

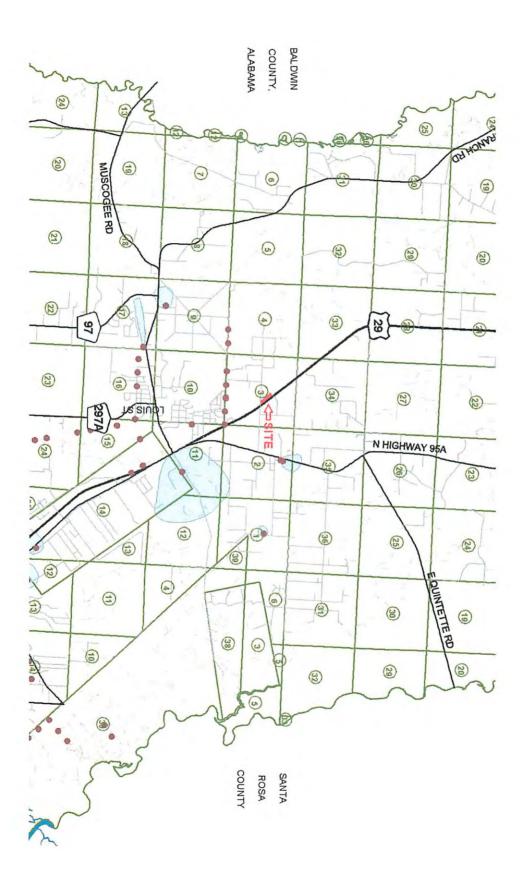
The site measures some 8.67 acres and could likely support a development containing mixed retail/commercial activities totaling some 45,000sf in size. Please review the attached and provide us with you written finding regarding available capacities in areas noted above.

Please call if you require additional information. If possible, I will be happy to pick up your response at your offices. Thank you.

Sincerely yours,

Wiley C."Buddy" Page

Site location at northwest corner of Hwy 29 and Neal Road approxaimately one-half mile north of existing wellheads located along Well Line Road.



11

Recorded in Public Records 06/25/2008 at 03:09 PM OR Book 6345 Page 152, Instrument #2008048391, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$3150.00

Prepared by: William E. Farrington, II Wilson, Harrell, Farrington & Ford, P.A. 307 South Palafox Street Pensacola, Florida 32502

File Number: 1-42221

General Warranty Deed

Made this June 20, 2008 A.D. By David A. Zaukelies, as Trustee of the Zaukelies Family Charitable Remainder Unitrust dated November 26, 2007, hereinafter called the grantor, to Robertson-Cotton, Inc., whose post office address is: PO Box 7548, Pensacola, Florida 32514, hereinafter called the grantee:

(Whenever used herein the term "granter" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

See Attached Schedule "A"

Parcel ID Number: 03-1N-31-1302-000-000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2008.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name

<u>Martia La Kakin</u> (Seal) David A. Zawkelies, as Trustee of the Zaukelies Family Charitable Remainder Unitrust dated November 26, 2007 Address:

(Seal)

Address: PO Box 388, Cantonment, Florida 32533

State of Florida County of Escambia

The foregoing instrument was acknowledged before me this 20th day of June, 2008, by David A. Zaukelies, as Trustee of the Zaukelies Family Charitable Remainder Unitrust dated November 26, 2007, who is/are personally known to me or who has produced drivers license as identification.



Notary Public Print Name My Commission 11-1-10 Expires:



Real Estate	Tangible Property	Sale	Amendment 1/Portability
Search	Search	List	Calculations

Back

Navigate Mode Account Reference Printer Friendly Version Reference: 031N311302000003 Year Land Imprv Total Cap Val Account: \$102,956 \$102,956 \$102,956 112526725 2015 \$0 Owners: ROBERTSON COTTON INC 2014 \$102,956 \$0 \$102,956 \$102,956 \$0 \$102,956 Mail: PO BOX 7548 \$102,956 \$102,956 2013 PENSACOLA, FL 32514 HIGHWAY 29 32533 Situs: Disclaimer Use Code: VACANT COMMERCIAL 🔑 Amendment 1/Portability Calculations Taxing COUNTY MSTU Authority: Tax Inquiry: Open Tax Inquiry Window Sales 2015 Certified Roll Exemptions Official D Records Sale Date Book Page Value Type (New BEG AT NE COR OF SW1/4 OF NW1/4 SD PT ALSO BEING Window) NELY COR OF LT 4 BLK A KNOLLWOOD S/D PB 7 P 90 S 87 DEG 19 MIN ... 06/20/2008 6345 152 \$450,000 WD View Instr 06/20/2008 6345 148 \$100 WD View Instr Extra Features None Launch Interactive Mag Section Map + Id: 03-1N-31 Approx. Acreage: 8.6700 Zoned: 🔎 HC/LI LDR Evacuation & Flood Information **Open Report** NEAL-RD View Florida Department of Environmental Protection(DEP) Data

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.

Comprehensive Plan Removal of Parcel from the Optional Sector Plan Future Land Use Map Amendment Staff Analysis

General Data

Project Name: Location: Parcel #s:	OSP 2016-01 – Hwy 29 Highway 29 03-1N-31-1302-000-003		
Acreage:	8.67 (+/-) acres		
Request:	Opt-out of the Sector Plan		
Current Zoning:	Heavy Commercial and Light Industrial district (HC/LI)		
Future Land Use:	Mixed-Use Suburban (MU-S)		
DSAP Land Use:	Conservation Neighborhood		
Applicant:	Buddy Page, Agent for Robertson Cotton, Inc., Owner		
Meeting Dates:	Planning Board, September 6, 2016		
	BCC, October 6, 2016		

Site Description and Summary of Proposed Amendment:

OBJ FLU 16.6 Specific Area Plans

V. Changes to an Existing DSAP

Any addition or deletion of property or changes to the neighborhood, center or district boundaries in an approved DSAP shall follow the County's established processes. It shall include an evaluation and analysis of the impacts to the approved or planned land uses and the ability of the proposed amendment to meet the principles and guidelines outlined in this plan. Such additions or deletions shall not be designed to create remnant areas or fragmented DSAPs.

The applicant is requesting to remove the parcel from the adopted Escambia County Mid-West Sector Plan (SP), Jacks Branch Detailed Specific Area Plan (DSAP). The subject parcel is located on the eastern boundary of the SP, parallel to Highway 29, just north of Neal Road.

The current underlying zoning for the parcel is HC/LI and the Future Land Use (FLU) is MU-S. The applicant has stated that at this time, the parcel <u>will maintain</u> the existing zoning and FLU categories. The applicant also stated that there is no immediate proposed development for the site.

The existing Land Use derived from the adopted DSAP Final Land Use Plan, identifies the parcel under the *Conservation Neighborhood* designation.

Analysis:

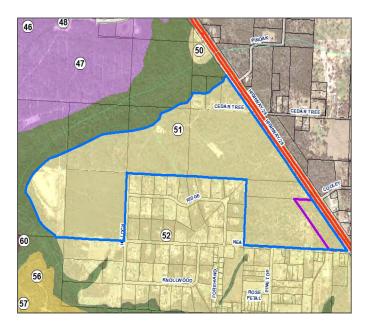
1. Introduction-

Components of the SP include aspects such a as community design, environmental analysis, transportation guidance and economic development principles. The Final Land Use map, (Figure 2.01.A) identifies the overall boundaries of the SP, the distribution, extent and location of land uses. The Land Use Plan and Development Program provide specific growth data with development program calculations and assigning permissible densities and intensities for the various uses. The type of development (land use plan), and corresponding densities were assigned based on the proportionate share of the overall SP.

Section 2.02 Development Program of the SP illustrates the development calculations by individual DSAP allowances. The total developable land under the Muscogee DSAP, located in the southern section of the SP, is approximately 3,380 acres; under the Jacks Branch DSAP, located in the northern section of the SP, the total developable land is approximately 5,231.70 acres. Both of the branches are clearly identified in Figure 2.01.A. (Attachment A).

2. Evaluation of Impacts-

The applicant's parcel, approximately 8.67 +/- acres, is located within the Jacks Branch DSAP and it is specifically identified in the Land Use map, Figure 2.01.A, (Attachment A), under parcel **# JB 51**. The total developable acreage for this parcel is listed under the development calculations table (page 35 of the SP), as 238.9 total acres, shared by twelve parcels that encompass the **# JB 51** designation.



The specific Land Use for parcel # JB 51 is identified as **Conservation Neighborhood** with total dwelling unit development allowances assigned as follows:

-low density x (0.1) yielding a total density of 23 dwelling units -medium density x (1) yielding a total density of 238 dwelling units -high density x (3) yielding a total density of 716 dwelling units

Derived from the analysis of the baseline data we can identify the following trends:

a. the applicant's parcel represents only 3.62% of the total developable area under parcel # JB 51.

b. removal of the applicant's 8.67 acres from the total developable acreage for parcel # JB 51 will result on a 25.31 total dwelling units reduction under the high density allocation, reflecting a 3.53% decrease.

The existing parcel is currently zoned HC/LI. If removed from the SP, the following range of permitted uses would be allowed under the existing zoning district:

Sec. 3-2.11 Heavy Commercial and Light Industrial district (HC/LI).

(a) Purpose. The Heavy Commercial and Light Industrial (HC/LI) district establishes appropriate areas and land use regulations for a complementary mix of industrial uses with a broad range of commercial activities. The primary intent of the district is to allow light manufacturing, large-scale wholesale and retail uses, major services, and other more intense uses than allowed in the Commercial district. The variety and intensity of non-residential uses within the HC/LI district is limited by their compatibility with surrounding uses. All commercial and industrial operations are limited to the confines of buildings and not allowed to produce undesirable effects on other property. To retain adequate area for commercial and industrial activities, other uses within the district are limited.

(b) Permitted uses. Permitted uses within the HC/LI district are limited to the following:

(1) **Residential**. Any residential uses if outside of the Industrial (I) future land use category and part of a predominantly commercial development, excluding new or expanded manufactured (mobile) home parks and subdivisions. See also conditional uses in this district.

(2) Retail sales. Retail sales, including sales of alcoholic beverages, sales of automotive fuels, and sales of new and used automobiles, motorcycles, boats, and manufactured (mobile) homes.

(3) Retail services.

a. Car washes, automatic or manual, full service or self-serve.

b. Child care facilities.

c. Hotels, motels and all other public lodging, including boarding and rooming houses.

d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners and tattoo parlors.

e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
 f. Rental of automobiles, trucks, utility trailers and recreational vehicles.

g. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, and major motor vehicle and boat service and repair, but excluding outdoor work or storage.

h. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, drive-in and drive-through service, and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales. The parcel boundary of any restaurant or brewpub with drive-in or drive-through service shall be at least 200 feet from any LDR or MDR zoning district unless separated by a 50-foot or wider street right-of-way.

i. Taxi and limousine services. See also conditional uses in this district.

(4) Public and civic.

a. Broadcast stations with satellite dishes and antennas, including

towers.

b. Cemeteries, including family cemeteries.

c. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.

d. Educational facilities, including preschools, K-12, colleges, and vocational schools.

e. Emergency service facilities, including law enforcement, fire fighting, and medical assistance.

f. Funeral establishments.

g. Homeless shelters.

h. Hospitals.

i. Offices for government agencies or public utilities.

j. Places of worship.

k. Public utility structures, including telecommunications towers, but excluding industrial uses not otherwise permitted.

See also conditional uses in this district. (Ord. No. 2015-24, § 1, 7-7-15)

(5) Recreation and entertainment.

a. Commercial entertainment facilities, indoor or outdoor, including movie theatres, amusement parks, and stadiums, but excluding motorsports facilities. Carnival-type amusements shall be at least 500 feet from any residential district. Bars, nightclubs, and adult

entertainment are prohibited in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning. **b.** Commercial recreation facilities, passive or active, including those for walking, hiking, bicycling, camping, recreational vehicles, swimming, skateboarding, bowling, court games, field sports, and golf, but excluding off-highway vehicle uses and outdoor shooting ranges. Campgrounds and recreational vehicle parks require a minimum lot area of five acres.

c. Marinas, private and commercial.

d. Parks, with or without permanent restrooms or outdoor event lighting.

(6) Industrial and related.

a. Light industrial uses, including research and development, printing and binding, distribution and wholesale warehousing, and manufacturing, all completely within the confines of buildings and without adverse off-site impacts.

b. Marinas, industrial.

c. Microbreweries, microdistilleries, and microwineries, except in areas with the zoning designation HC/LI-NA or areas zoned ID-CP or ID-1 prior to adoption of HC/LI zoning.

See also conditional uses in this district.

(7) Agricultural and related.

a. Food produced primarily for personal consumption by the producer, but no farm animals.

b. Nurseries and garden centers, including adjoining outdoor storage or display of plants.

c. Veterinary clinics, excluding outside kennels.

See also conditional uses in this district.

(8) Other uses.

a. Billboards structures, excluding areas zoned ID-CP, GBD, or GID prior to adoption of HC/LI zoning.

b. Building or construction trades shops and warehouses, including onsite outside storage.

c. Bus leasing and rental facilities.

d. Deposit boxes for donation of used items when placed as an accessory structure on the site of a charitable organization.

e. Outdoor adjacent display of plants by garden shops and nurseries. *f.* Outdoor sales.

g. Outdoor storage of trailered boats and operable recreational vehicles, excluding repair, overhaul or salvage activities.

h. Parking garages and lots, commercial.

i. Sales and outdoor display of prefabricated storage sheds.

j. Self-storage facilities, including vehicle rental as an accessory use.

3. Conclusion-

The SP was designed to emphasize urban form and to provide protection for regionally significant resources. In order to maintain the cohesiveness of the SP, while at the same time fostering innovative planning and development strategies, County staff will continue to assess and track each request within the SP, on case by case basis, and will provide in-depth analysis of the impact of each proposal on the overall plan.

It's important to understand that in this case, this is a 'perimeter' parcel, located adjacent to a major North-South divided four-lane highway. General analysis of the surrounding area under the Land Use Plan assigns predominantly low to mid-level residential uses, with Conservation Neighborhood and Suburban Garden as the primary categories. Under the overall 8,611.80 developable acres within the SP, calculated under the Development Program, the applicant's 8.67 acres parcel represents a 0.1% of the total land area available for development. The geographical location of the parcel and the **reductions** that would result, both in available developable acreage and dwelling unit densities within the overall design of the SP, as shown in the analysis, support the concept that the removal of the parcel would have **minimal impact** on the proportionate share under the maximum residential allowances. The original SP principles and guidelines **would not be diminished** or affected for the parcels that remain within the adopted SP. The proposed removal **will not create** a fragmented DSAP.

Any future development associated with this parcel will be evaluated by the Development Review Committee, taking into account the current zoning regulations while at the same time addressing and minimizing any potential impacts that the proposed development could have on the characteristics of the existing low to mid-density residential development listed under the SP's Land Uses.

The SP boundary map will be adjusted accordingly, to reflect the removal of the parcel from the Plan. (Attachment B).



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly		
Meeting Date: 9-6-16 Rezoning Quasi-judicial Hearing Rezoning Case #: 6-C In Favor Against	OR	Regular Planning Board Meeting Agenda Item Number/Description:
*Name: BUDDY PAGE		
*Address: 5337 Hamilton In *City, State, Zip: Pace 3257!		
Email Address: budpage 1 Catt. not Phone: 2329853		
How did you hear about the rezoning case: Mail Internet Sign		
 Please indicate if you: would like to be notified of any further action related to the public hearing item. <u>do not</u> wish to speak but would like to be notified of any further action related to the public hearing item. 		
All items with an asterisk * are required.		

Chamber Rules

- 1. All who wish to speak will be heard.
- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- 3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
- 4. Please keep your remarks BRIEF and FACTUAL.
- 5. Everyone will be granted uniform time to speak (normally 3 5 minutes).
- Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
- 7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11024 BCC Regular Meeting Meeting Date: 10/06/2016 Growth Management Report 11. 2. Public Hearing

Issue: 5:46 p.m. - Cancellation of A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapters 3, 4, and 6

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:46 p.m. - Cancellation of A Public Hearing Concerning the Review of an Ordinance Amending LDC Chapters 3, 4, and 6

That the Board of County Commissioners (BCC) cancel the 5:46 p.m. Public Hearing scheduled for review and adoption of an Ordinance amending the Land Development Code (LDC), Chapters 3, 4, and 6, to modify the permitted and conditional residential uses of the Mainland Zoning Districts and related residential use provisions.

BACKGROUND:

The Ordinance was previously consented on September 1, 2016, and advertised on August 19, 2016, for the September 6, 2016, Planning Board (PB) Meeting and the October 6, 2016, BCC meeting. At the September 6, 2016, PB Meeting, the Board Members voted to send the Ordinance back to staff for further review.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

E.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11025 BCC Regular Meeting Meeting Date: 10/06/2016 Issue: 5:47 p.m. - A P Growth Management Report 11. 3. Public Hearing

ssue:5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance
Amending the 2030 Future Land Use Map, LSA-2016-02

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:47 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-02

That the Board of County Commissioners (BCC) review and transmit to the Department of Economic Opportunity (DEO), an Ordinance to the Escambia County Comprehensive Plan amending Chapter 7, "Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use Map, changing the Future Land Use category of a parcel within Section 02, Township 2S, Range 31W, Parcel Number 3000-002-002 totaling 32 (+/-) acres, located between East Fence Road and Saufley Field Road, from Industrial (I) to Mixed-Use Suburban (MU-S).

BACKGROUND:

The applicant requests a Future Land Use (FLU) Map amendment to change the FLU category of a 32+/- acres parcel, as depicted in the Exhibit A, from Industrial (I) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcel is Heavy Commercial and Light Industrial (HC/LI). The FLU change is proposed to allow for a residential subdivision. Based on the memorandum by the Community Planner Liaison Officer, Stephanie Oram, the Outlying Landing Field Saufley Airfield is now closed and will have no aviation training.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

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

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

Attachments

Draft Ordinance Working Case File

LEGAL REVIEW

(COUNTY DI	EPARTMENT USE ONLY)	
Document:	arge Scale LSA 2016-02	
Date:	6	
Date requested	d back by: when you can/ for Sept PB	meeting
Requested by:	Allyson Cain	
Phone Numbe	r:595-3547	
(LEGAL USE	ONLY)	
Legal Review	by Meredith Cranford	
Date Received	2 8/16/16	
_X	Approved as to form and legal sufficiency.	
	Not approved.	
	Make subject to legal signoff.	

Additional comments:

Draff#3

1 2	ORDINANCE NUMBER 2016
3 4 5 6 7 8 9 10 11 12 13 14 15 16	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 02, TOWNSHIP 2S, RANGE 31W, PARCEL NUMBER 3000-002-002 TOTALING 32 (+/-) ACRES, LOCATED BETWEEN EAST FENCE ROAD AND SAUFLEY FIELD ROAD, FROM INDUSTRIAL (I) TO MIXED USE SUBURBAN (MU-S) PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
17 18 19	WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and
20 21 22 23	WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and
24 25 26 27	WHEREAS, the Navy Outlying Landing Field (NOLF) Saufley Field has discontinued Navy operations, therefore Escambia County Airfield Overlay density restrictions no longer apply; and
28 29 30 31	WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and
32 33 34	WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;
35 36 37 38	NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:
39 40	Section 1. Purpose and Intent
41 42 43 44 45	This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.
46	BCC: 10-06-16 Page 1

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment
 2016-02."

6 Section 3. Changes to the 2030 Future Land Use Map

7

2

5

8 The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the 9 Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 10 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all 11 notations, references and information shown thereon, is further amended to include the 12 following future land use changes:

13 14

A parcel within Section 02, Township 2S, Range 31W, parcel number 3000-002-002 and totaling 32 (+/-) acres, located to the East of East Fence Road and West of Saufley Field Road, as more particularly described in the Boundary Survey description produced by KJM Land Planning, LLC, registered land surveyor dated 7/25/16, attached as Exhibit A, from Industrial (I) to Mixed Use Suburban (MU-S).

21

22 Section 4. Severability

23

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

27

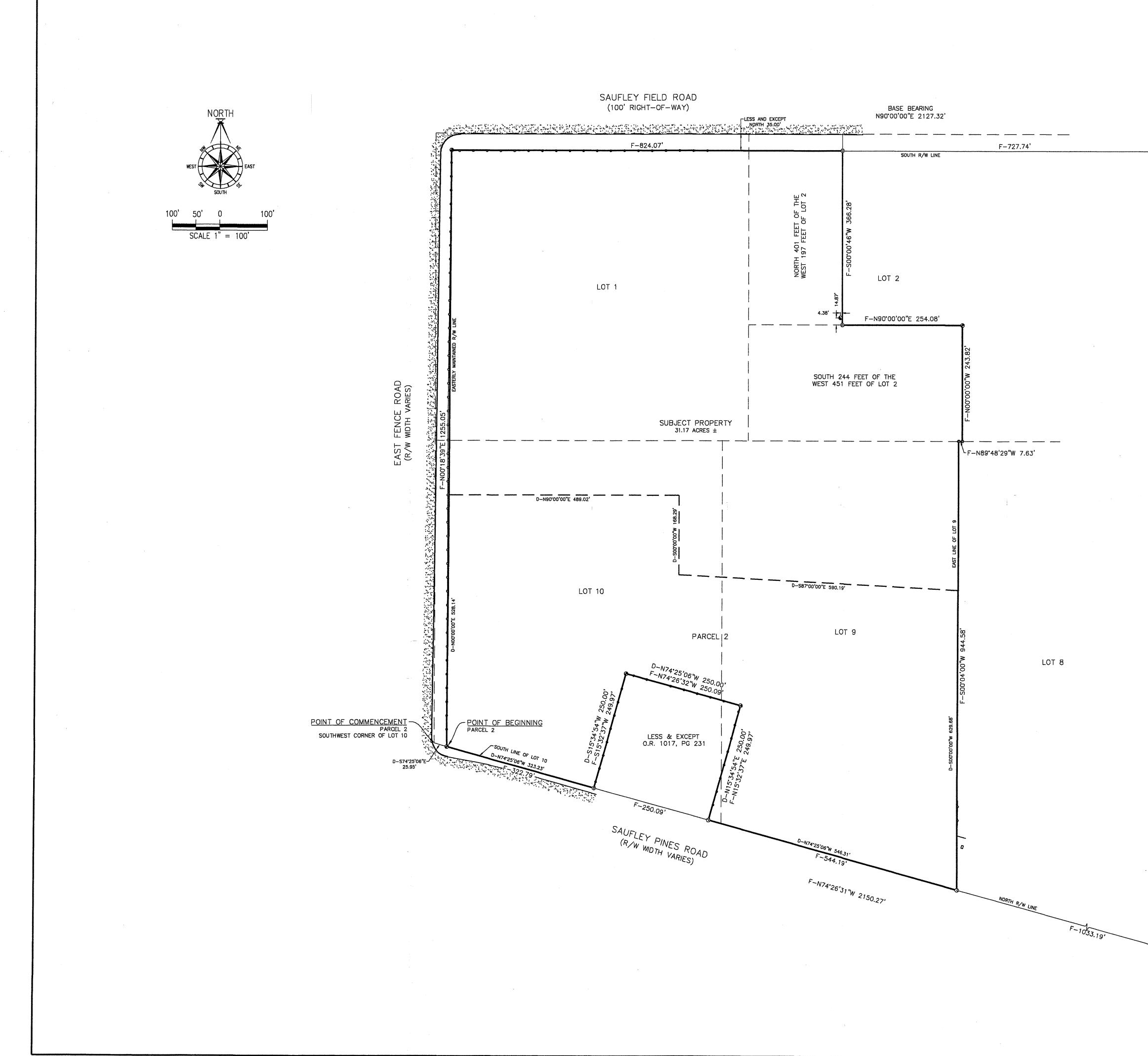
28 Section 5. Inclusion in the Code 29

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

- 35
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1 Section 6. Effective Date

2 3 4 5 6	become effe Escambia C	ective until 31 days after the De county that the plan amendment	orida Statutes, this Ordinance shall not partment of Economic Opportunity notifies package is complete. If timely challenged, til the Department of Economic Opportunity
7 8 9		nistration Commission enters a f	inal order determining the Ordinance to be
9 10 11	DONE AND	ENACTED this day of	, 2016.
12 13			BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
14 15 16 17		By:	Grover C. Robinson, IV, Chairman
18 19 20 21	ATTEST:	PAM CHILDERS CLERK OF THE CIRCUIT COU	
22 23 24 25		By: Deputy Clerk	
25 26 27 28	(SEAL)		
28 29 30 31	ENACTED: FILED WITH EFFECTIVE	H THE DEPARTMENT OF STATI	



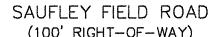
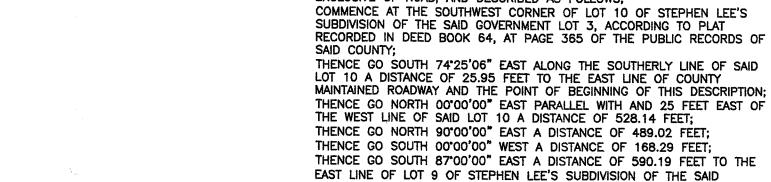


Exhibit A



THENCE GO NORTH 74°25'06" WEST PARALLEL WITH AND 15.00 FEET DISTANT FROM THE SOUTHERLY LINE OF THE SAID GOVERNMENT LOT 3 A DISTANCE

F-575.51'

OF 546.31 FEET; THENCE GO NORTH 15'34'54" EAST A DISTANCE OF 250.00 FEET; THENCE GO NORTH 74'25'06" WEST A DISTANCE OF 250.00 FEET; THENCE GO SOUTH 15'34'54" WEST A DISTANCE OF 250.00 FEET; THENCE GO NORTH 74°25'06" WEST A DISTANCE OF 323.23 FEET TO THE POINT OF BEGINNING.

GOVERNMENT LOT 3;

DISTANCE OF 629.68 FEET;

LEGEND: -FOUND 4"X4" CONCRETE MONUMENT L.B. #7107 -FOUND 1/2" CAPPED IRON ROD PSM #4655 -FOUND 1/2" CAPPED IRON ROD PSM #1035 -FOUND ILLEGIBLE 1/2" CAPPED IRON ROD -FOUND PLAIN 1/2" IRON ROD -FOUND PLAIN 1/2" IRON ROD -FOUND PLAIN 3/4" IRON ROD -SET 1/2" CAPPED IRON ROD L.B. #7919 PSM -PROFESSIONAL SURVEYOR AND MAPPER L.B. -LICENSED BUSINESS R/W -RIGHT-OF-WAY R/W -RIGHT-OF-WAY F -FIELD

ADDRESS: SAUFLEY FIELD ROAD REQUESTED BY: TODD STAFFORD TYPE: BOUNDARY SURVEY SECTION 2, TOWNSHIP- 2 - SOUTH, RANGE- 31 - WEST, ESCAMBIA COUNTY SCALE: 1"=100' FIELD BOOK PAGE CREW FIELD DATE: DRAWN BY: CHECKED BY: DATE: 07/25/16 602 47 DM 07/22/16 JSP NO.: DATE: REVISIONS SURVEYOR'S CERTIFICATE I HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS & MAPPERS IN CHAPTER 51. -17.059, SJ-17.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND KJM NAPPER. taille, Land Planning, LLC. KENNETH J. MONIE PSW #4655 CORPORATE NO. LB 0007919 STATE OF FLORIDA Keansth J. Monie Professional Surveyor and Mapper 2828 Venetian Court Ouif Breeze, 32383 850–438–0202 Fax 850–438–1307

DRAWING NUMBER

16-16851

Certify To: Stafford Development Group, Inc., a Florida corporation First Community Bank McDonald Fleming Moorhead First American Title Insurance Company

SURVEYORS NOTES: THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR. • ALL MEASUREMENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT. • NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED

DESCRIPTION: (AS PROVIDED) PARCEL 1 A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 18.5394 NET ACRES, ACCORDING TO PLAT OF A SUBDIVISION OF THE SAID GOVERNMENT LOT RECORDED IN DEED BOOK 64 AT PAGE 365 OF THE PUBLIC RECORDS OF SAID COUNTY, AND DESCRIBED AS FOLLOWS: LOT 1, AND THE NORTH 401 FEET OF THE EAST 197 FEET OF LOT 2, LESS RICHT-OF-WAY FOR PUBLIC ROAD OVER THE NORTH 35 FEET THEREOF:

RIGHT-OF-WAY FOR PUBLIC ROAD OVER THE NORTH 35 FEET THEREOF; THE SOUTH 244 FEET OF THE WEST 451 FEET OF LOT 2, AND ALL OF LOTS

EXISTING WIRE FENCE ALONG THE SAID LOTS 1 AND 10 LYING WESTERLY OF AN EXISTING WIRE FENCE ALONG THE EAST SIDE OF AN EXISTING COUNTY MAINTAINED ROADWAY ALONG THE WEST LINE OF THE SAID GOVERNMENT LOT

AND LESS THAT PORTION OF SAID PROPERTY DESCRIBED IN DEED FROM SELMA L. VILLANE, A WIDOW, TO EDWARD A. COHRON AND JOSIE B. COHRON, HUSBAND AND WIFE, DATED JULY 12, 1976, AND RECORDED IN OFFICIAL RECORDS BOOK 1017 AT PAGE 231 OF THE SAID RECORDS, THE PROPERTY

HEREBY CONVEYED BEING THE SAME PROPERTY DESCRIBED ON UNRECORDED SURVEY BY NICHOL ENGINEERING ASSOCIATES, INC., REVISED APRIL 6, 1978. LESS AND EXCEPT OR BOOK 4187, PAGE 1138.

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 12.8765 ACRES,

THENCE GO SOUTH 00'00'WEST ALONG THE EAST LINE OF SAID LOT 9 A

EXCLUSIVE OF ROAD, AND DESCRIBED AS FOLLOWS;

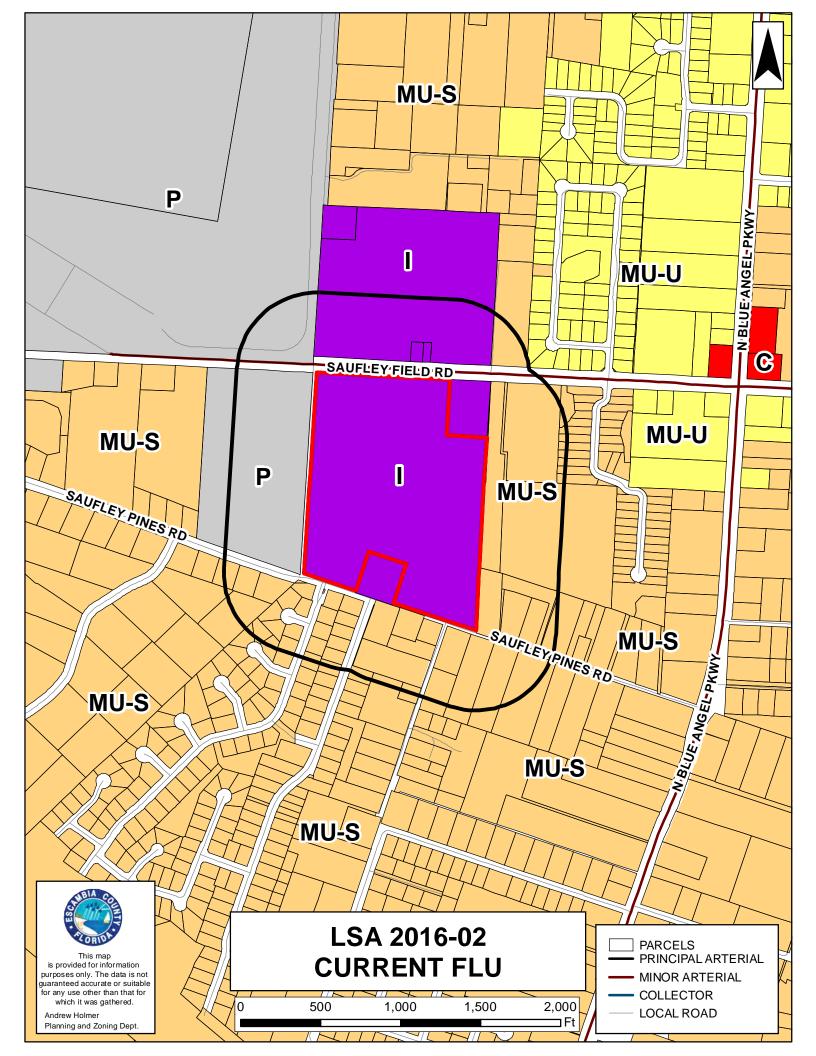
DESCRIPTION: (AS PROVIDED)

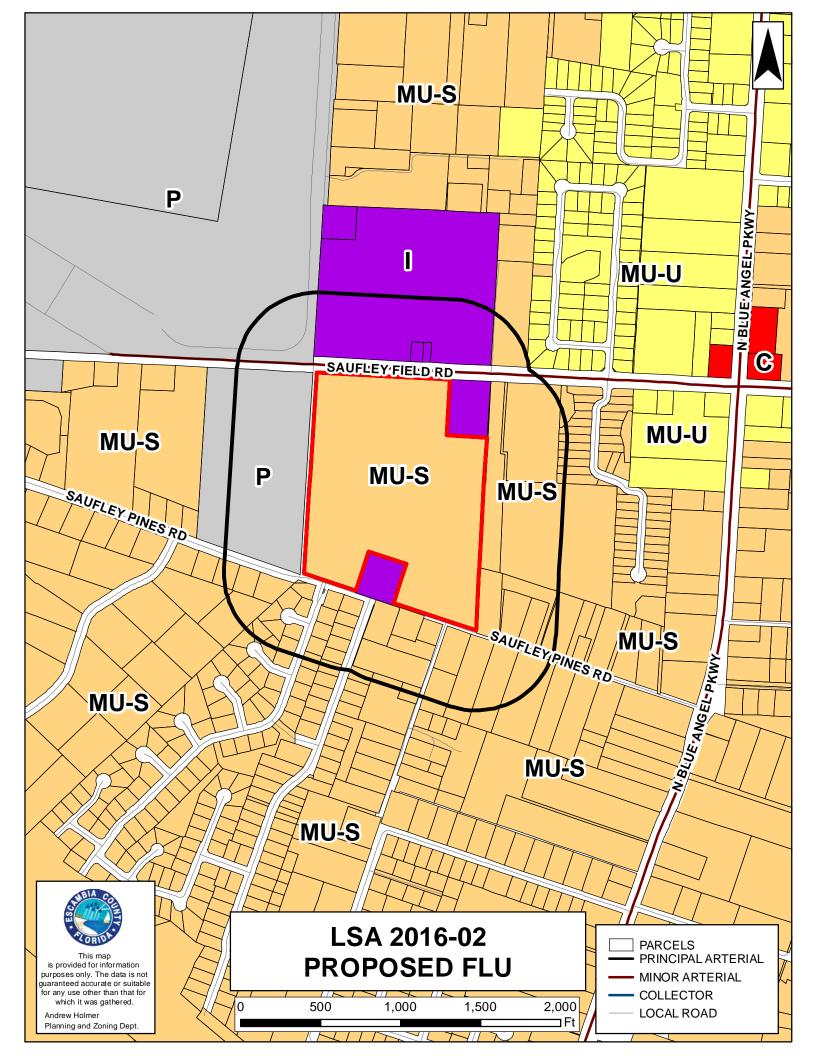
9 AND 10;

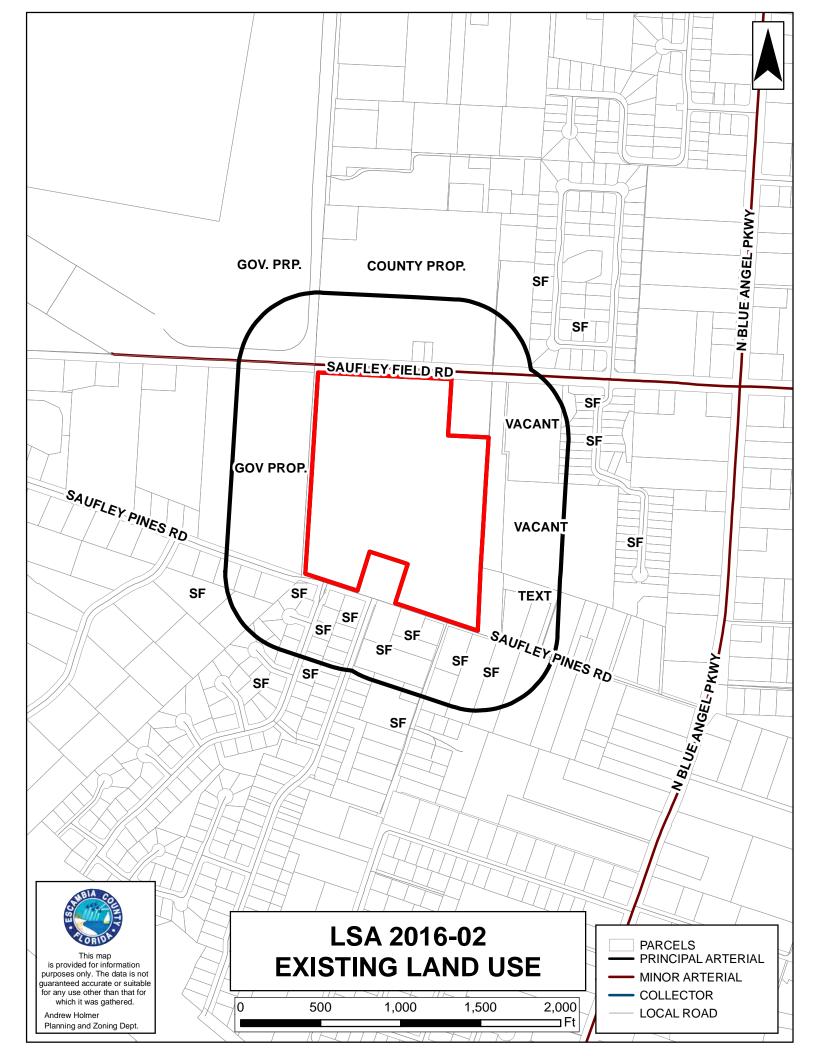
PARCEL 2

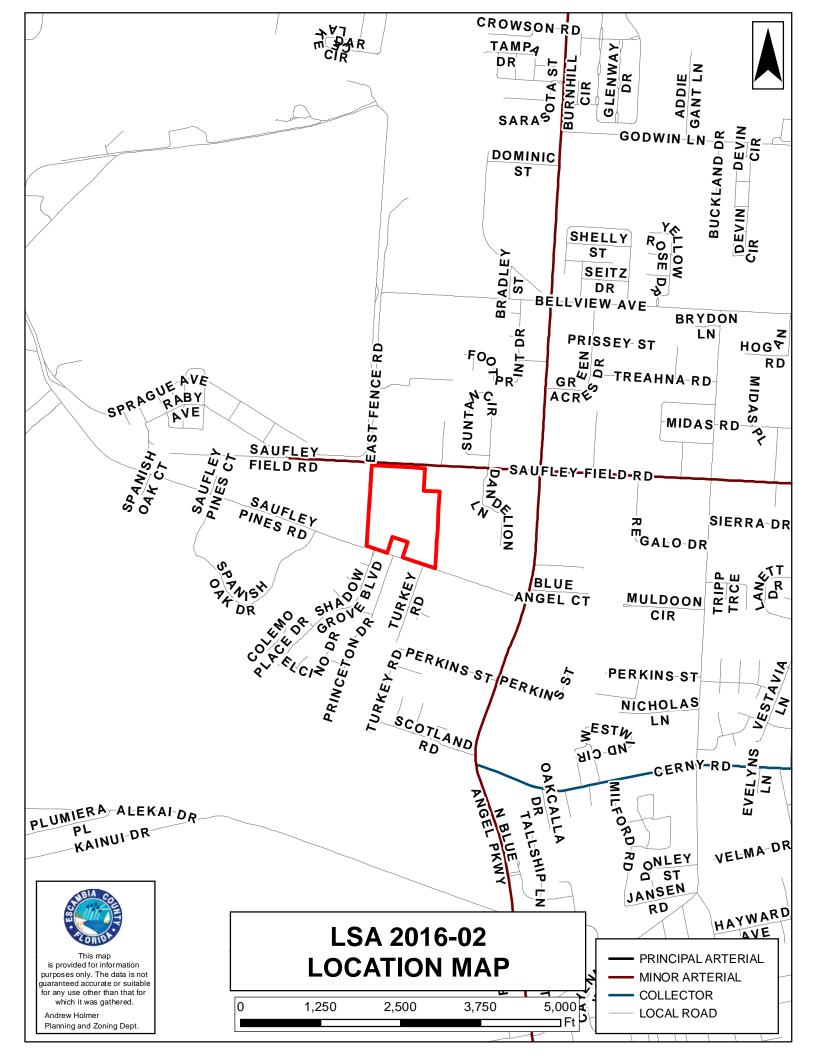
- ALL MEDSIGNERATION WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH.
 NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
 NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN.
 ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED.
 ERROR OF CLOSURE MEETS STANDARDS OF FRACTICE.
 THERE MAY BE ADDITIONAL RESTRUCTIONS AFFECTING THIS PROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT.
 BASIS OF BEARING: SOUTH R/W LINE OF SAUFLEY FIELD ROAD AS N90'DO'OO'E.
 REFERENCE SOURCE: FIELD WORK AND EXISTING FIELD MONUMENTATION; COPY OF DEED BOOK 64, PAGE 365.
 EINCROACHMENTS ARE AS SHOWN.
 TI IS THE OPINION OF THE UNDERSIGNED SURVEYOR THAT THE PARCEL OF LAND SHOWN HEREON AS PER THE FLOOD INSURANCE RATE MAP INFORMATION AS FOLLOWS: ZONE: "X" LELEVATION: N/A PANEL NUMBER: 12033C 0355 G AS DATED: 09/29/06
 THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KJM LAND PLANNING, LLC., IS LB. 7919.

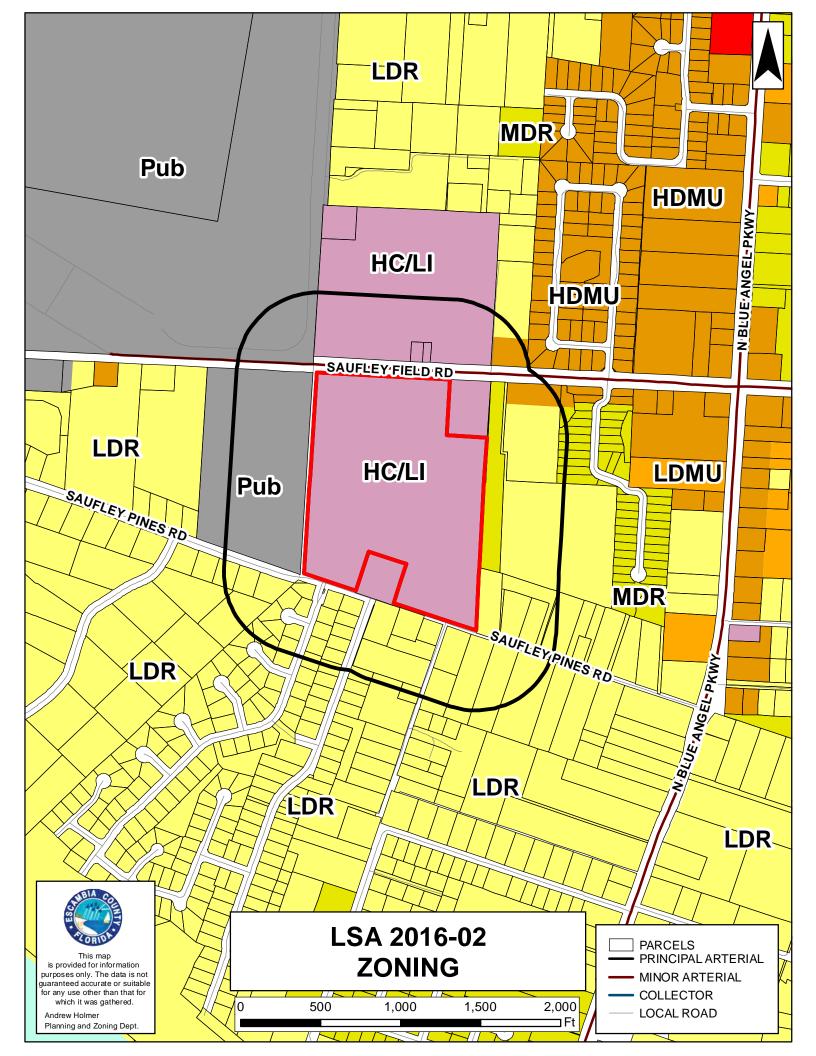
LSA-2016-02











LSA-2016-02

FUTURE LAND USE MAP AMENDMENT APPLICATION

TYPE OF REQUEST: SMALL SCALE FLU AMENDMENT	 (y
Planning Board Public Hearing, date(s): 9/6/16 BCC Public Hearing, proposed date(s): 10/6/16 Fees Paid 2,969.50 Receipt # Date: 8/4/16 OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL Name: TODD STAFFORD Address: 357 GRAND OAKS BLVD.	 (g
BCC Public Hearing, proposed date(s): <u>10/6/16</u> <u>Fees Paid 2,969.50</u> Receipt # <u>Date: 8/4/16</u> OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL Name: <u>TODD STAFFORD</u> Address: <u>357 GRAND OAKS BLVD.</u>	
Fees Paid 2,949.50 Receipt # Date: 8/4/14 OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL Name: TODD STAFFORD Address: 357 GRAND OAKS BLVD.	4
OWNER'S NAME AND HOME ADDRESS AS SHOWN ON PUBLIC RECORDS OF ESCAMBIA COUNTY, FL Name: TODD STAFFORD Address: 357 GRAND OAKS BLVD.	φ
ESCAMBIA COUNTY, FL Name: TODD STAFFORD Address: 357 GRAND OAKS BLVD. EL 32533	
Address: 357 GRAND OAKS BLVD. CANTONMENT EL 32533	
357 GRAND OAKS BLVD.	
CANTONMENT FI 32533	
City: State: Zip Code:	
Telephone: () 572-3005	
Email: TSTAFFORD@HEATONBROTHERSCONSTRUCTION.COM	
DESCRIPTION OF PROPERTY:	
Street address:	
Subdivision:	
Property reference number: Section Township Range	
Parcel Lot Block	
Size of Property (acres)	

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

- I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and
- I authorize placement of a public notice sign(s) on the property referenced herein at a location(s) to be determined by County Staff.

- The	TODD STAFFORD	8-3-16
Signature (Property Owner)	Printed Name	Date
6 M	DAVID FITZPATRICK	8-3-16
Signature (Agent's Name (or ow	ner if representing oneself) Printed Nar	ne Date
Address: 357 GRAND OAKS BLV	D	
City: CANTONMENT	State: FLZip:	
Telephone () <u>572</u> - <u>300</u>	⁵ Fax #()	
TSTAFFORD@HEATONB	ROTHERSCONSTRUCTION.COM	
STATE OF FL		
COUNTY OF ESCAMBIA		
The forgoing instrument was acl	knowledged before me this ³ day	of AUGUST , year
of 2016 by , TODD STAFF	FORD who () did	I (Hdid not take an oath.
He/she is () personally known to produced current	o me, () produced current Florida/Other as identification.	driver's license, and/or ()
8-1	3-16 ANTHONY BL	IRKETT
Signature of Notary Public Da	ate Printed Name	of Notary
	Commission No	
(Notary seal must be affixed)	1	
	ANTHONY BURKETT MY COMMISSION # FF 206326 EXPIRES: March 4, 2019 Bonded Thru Notary Public Underwriters	Page 4 of 7

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property loca	ated at 5700 BLO	CK SAUFLEY FIELD ROAD	.,
Pensacola, Florida, Property Refer			,
I hereby designate DAVID FITZPAT			ng this application
and making a presentation to the			
Board of County Commissioners			
referenced property.			
This Limited Power of Attorney is	aranted on this ³	day of AUGUST	the year of
2016, and is effective until the B	oard of County Co	mmissioners has rendered	l a decision on
this request and any appeal perio	d has expired. The	owner reserves the right	to rescind this
Limited Power of Attorney at any t	ime with a written,	notarized notice to the Pla	nning and
Engineering Department.			
The	8-3-16	TODD STAFFORD	
Signature of Property Owner 8-	Date 3-16	Printed Name of Pro DAVID FITZPATRICK	
Signature of Agent Da	ate	Printed Name of Age	ent
=			
STATE OF			
COUNTY OF ESCAMBIA			
The foregoing instrument was acl	knowledged before	me this <u>3</u> day of <u>AUC</u>	GUST , year of
2016 , by TODD STAFFORD		who()did	() did not take an
oath.			
He/she is () personally known to			er's license,
and/or () produced current			as
identification.			
ANY	8-3-2016	ANTHONY BU	RKETT
Signature of Notary Public	Date	Printed Name	of Notary Public
Commission Number	1	My Commission Expires _	
(Notary seal must be affixed)	MY COM EXPIR	HONY BURKETT MISSION # FF 206326 IES: March 4, 2019 I Notary Public Underwriters	Page 5 of 7

FUTURE LAND USE MAP AMENDMENT APPLICATION CONCURRENCY DETERMINATION ACKNOWLEDGMENT Project name:

SAUFLEY PINES SUBDIVISION

Property reference #: Section 02 Township 2S Range 31

Parcel # 3000-002-002

Project Address:

5700 BLOCK SAUFLEY FIELD ROAD

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE WITH THE ABOVE STATEMENT ON THIS 3 DAY OF AUGUST , 20 16

700	TODD STAFFORD
Owner's signature	Owner's name (print) DAVID FITZPATRICK
Agent's signature	Agent's name (print)

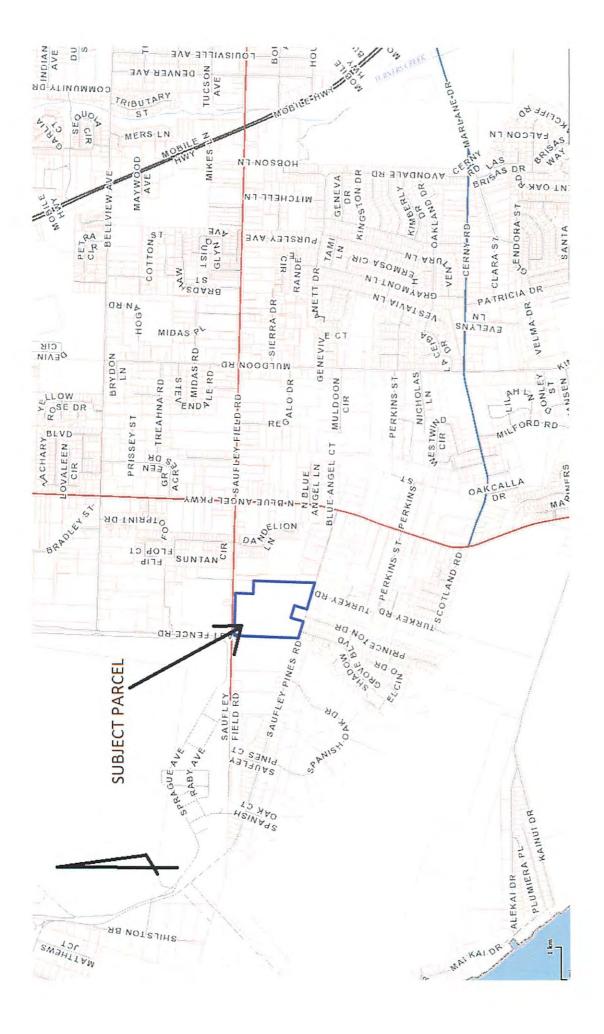
DATA AND ANALYSIS REQUIREMENTS

- 1. A comparative analysis of the impact of both the current and the proposed future land use categories on the following items, presented in tabular format, based on data taken from professionally accepted existing sources, such as the US Census, State University System of Florida, National Wetland Inventory Maps, regional planning councils, water management districts, or existing technical studies. The data should show that the infrastructure is available to support the most intense development allowed under the requested Future Land Use category, regardless of what type of development is proposed.
 - A. Sanitary Sewer
 - B. Solid Waste Disposal
 - C. Potable Water
 - D. Stormwater Management
 - E. Traffic
 - F. Recreation and Open Space
 - G. Schools

The data and analysis should also support the requested future land use category by reflecting a <u>need</u> for that category. For example, a future land use request from Agricultural to Residential would need an analysis demonstrating the need for additional Residential acreage in the County.

- 2. Proximity to and impact on the following:
 - A. Wellheads (indicate distance and location to nearest wellhead)
 - B. Historically significant sites (available from University of West Florida)
 - C. Natural Resources, including wetlands (a wetlands survey is highly recommended if wetlands are located on the property)
- 3. An analysis of consistency with the Escambia County Comprehensive Plan, with reference to applicable sections therein

Office Use Only --H:\DEV SRVCS\FOR-000 Forms\ProjectsCompPlanning\FLU Application.(revised 03.4.13).doc (Note: print from Adobe (.pdf) version)



SITE MAP

David W. Fitzpatrick, P.E., P.A.

10250 North Palafox St. Pensacola, FL 32534 Phone (850) 476-8677 Fax (850) 476-7708 <u>fitzpatrick@fitzeng.com</u> Board of Professional Engineers Certification # 00008423

8/1/2016

RE: Future Land Use Amendment- parcel ID-02-2S-31-3000-002-002, 5700 Block Saufley Field Rd

Letter of request and Project discussion:

On behalf of the owner of the referenced parcel we respectfully request the parcel future land use designation be changed from I to MU-S. This change will enable the parcel owner to develop a residential subdivision. Because the proposed parcel is within existing residentially developed area ample infrastructure exists. Given the developed nature of the geographical area there is a need for new housing for residents moving into the area. This change will remove an incompatible land use designation and create a compatible use for the residential area.

- 1. The subject parcel future land use change request is to go from FLU I to FLU MU-S.
- 2. The subject parcel is 32 acres in size and located in the 5700 block of Saufley Field Road. The parcel has frontage along Saufley Field Road, East Fence Road, and Saufley Pines Road. It lies on the east side of East Fence Road. The site is wooded with approximately 20% of the site being an abandoned sand pit. There are three parcels adjacent to our east property line. A residential mobile home park and two single family residences.
- 3. Existing use of the parcel is abandoned sand mine/ pit. Proposed use is residential subdivision.

Data and Analysis requirements:

- 1. Note: a pre-application conference was held at Escambia County on June 22, 2016 where many of the below items were addressed.
 - a. Sanitary Sewer is available, see attached email from ECUA, John Seymour
 - b. Solid Waste Disposal is available, see attached email from ECUA, John Seymour
 - c. Potable Water is available, see attached email from ECUA, John Seymour
 - d. Stormwater Management, a portion of the existing onsite pit will be utilized to meet existing Escambia County and NWFWMD stormwater management regulations. In my professional opinion as the engineer of record the site is more than capable of meeting the aforementioned stormwater management regulations. The subject parcel lies between 3 county roadways with improved drainage systems. During the design process these drainage systems will be analyzed and improved if necessary to support the infill development.
 - e. Traffic comments were issued by county access management staff. No comments were issued concerning the lack of available trips on the surrounding roads. Currently the parcel's flu would allow industrial traffic onto surrounding county roads. A proposed residential subdivision will eliminate this traffic with the temporary exception of the development of the parcel and construction of the homes. Therefore the impact of a residential development will actually be less than the current uses allowed. A review of the 2013 Escambia County congestion management table of Saufley Field Rd (attached). Saufley Field Rd alone has capacity for 13,500 more trips. The parcel has frontage on Saufley Pines Rd as well. Counts for Saufley Pines are not available however the Saufley Field Rd has ample trips available to support our development.
 - f. Recreation and open space. Typical subdivision designs contain front and back yards to be used as open space and recreation areas. The current FLU designation has no obligation to create recreation space and very little open space.
 - g. Schools will be: Elementary, Bellview. Middle, Bellview. High School, Pine Forest.
- 2. Proximity to and impact on the following:
 - a. Wellheads, see attached wellhead map from ECUA. The map shows the nearest well site is near the intersection of Cerny Rd and Muldoon Rd. approximately a mile away as the crow flies.
 - b. Historically significant sites. For many years the site has been used as a sand mine/ pit. Having previously gone through major disturbance and excavation it is reasonable to say the site holds no historical significance. Because of the proximity of the proposed parcel to Saufley Field there were APZ and AICUZ zones over about 2/3's of

the site. Recently the Navy has closed Saufley Field to air traffic thereby lifting the aforementioned zones. Please see attached email and letters.

- c. Natural Resources, please see attached letter from our environmental consultant BIOME. There are no significant wetlands on the site.
- 3. Consistency with the comp plan.

The requested flu map designation amendment is consistent with the comp plan in that it will duplicate neighboring designations and remove the designation of I from this residential area. The change will facilitate an infill development within the MU-S which meets the intention of this designation. The comp plan encourages infill development where infrastructure is sufficient to meet demands; MU-S is one of the areas so designated in the comp plan. Infrastructure is sufficient to meet demands. This change will facilitate the improvement of this existing residential neighborhood.

Additional Florida Statute requirements: Each statement is listed along with the appropriate response of how each are met.

b. The future land use element or plan amendment shall be determined to discourage the proliferation of urban sprawl if it incorporates a development pattern or urban form that achieves four or more of the following:

(I)Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

REPLY: The subject parcel is within the developed area of Escambia County. Development of the Subject parcel does not propose to have an adverse impact on natural resources and ecosystems. The change of the flu category as proposed will eliminate the chance of adverse impacts to natural resources and ecosystem in that it removes the industrial element from future development of the subject parcel.

(II)Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

REPLY: The subject parcel is within the developed area of Escambia County. Infrastructure is currently available and directly adjacent to the subject parcel. No infrastructure extensions or additional or additional services will be required.

(III)Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available.
 REPLY: the subject parcel is infill development within an existing developed area of Escambia County. It will be near other parent parcels of different densities and ranges of housing choices. Those choices in close proximity of the subject parcel range from mobile homes to estates on multiple acre parcels.

(IV)Promotes conservation of water and energy.

REPLY: this proposed flu change is being made so the parcel may be developed as a single family subdivision. All houses will be constructed following current building codes where water conserving fixtures are required. Pertaining to energy, new codes require energy saving fixtures as well.

(V)Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils.

REPLY: the subject parcel is not within an agricultural, silviculture, and dormant, unique, or prime farmland or soils area.

(VI)Preserves open space and natural lands and provides for public open space and recreation needs.

(VII)Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area.

(VIII)Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s.<u>163.3164</u>.

WATER, SEWERY SOLID WASTE AVAILABILITY.

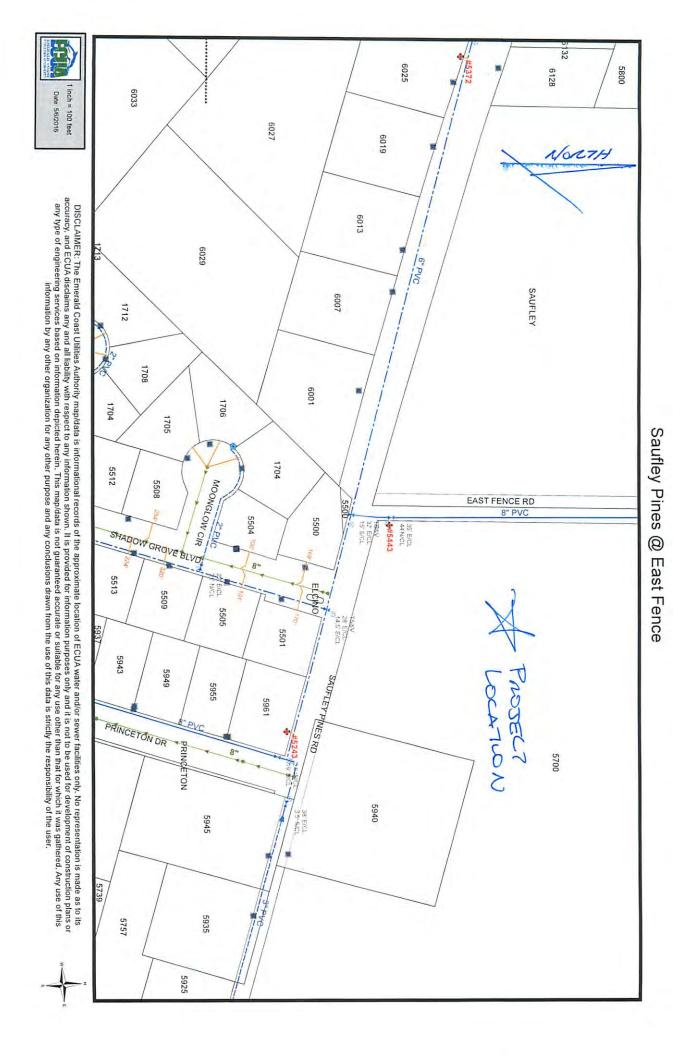
JOHN SEYMOUR IS ECUA'S MANAGER OF ENGINEERING

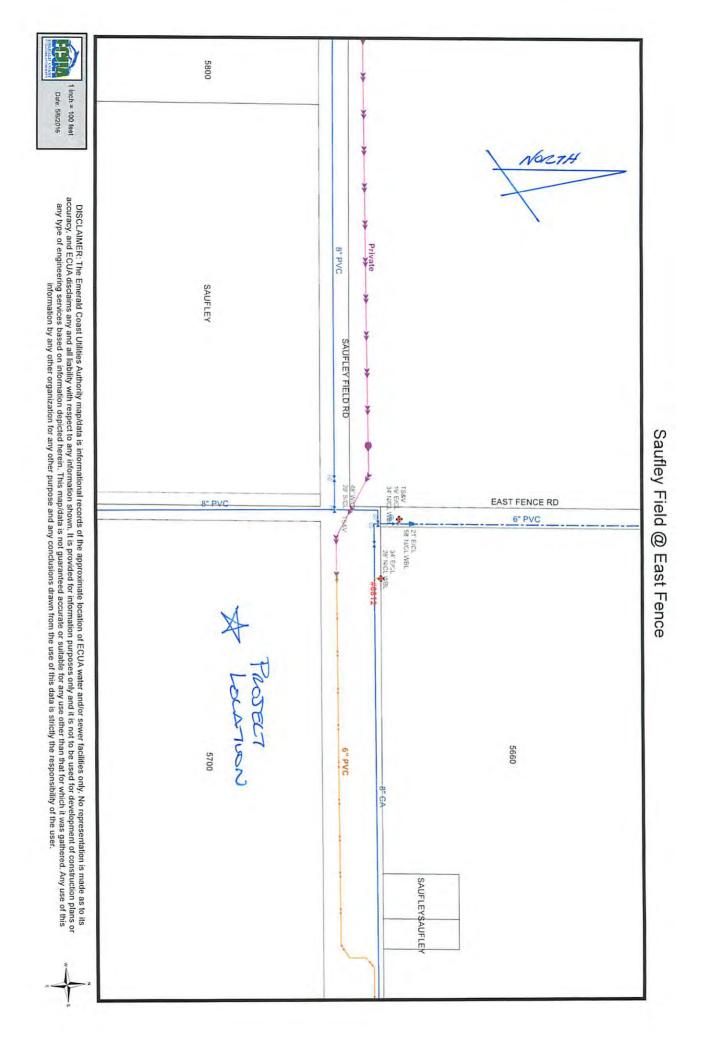
PROJECTS

From:John SeymourTo:David FitzpatrickSubject:5700 Saufley Field Rd project questionDate:Tuesday, August 02, 2016 12:45:12 PM

David,

There is adequate water service available on the west and north sides of the property, there is a force main along the north side which is adequate for sewer service, the down stream system should be adequate for this project. Sanitation services are available via ECUA Sanitation. John





				TOTAL	SIG	SEG		LOS (STD)	FDOT			AADT		PH	KHR. / PK DI	R.
COUNTY ROAD	FUNC	NO.	FACILITY	# OF	PER	LTH	LOS	&	COUNT	2014	ANALYSIS	AADT		LOS STD/		
AND SEGMENT	CLASS	LNS	TYPE	SIG	MILE	MI.	AREA	MAX VOL	STA #	AADT	YEAR	VOLUME	AADT LOS	MAX VOL	VOLUME	LOS
CR 295A (cont.)			10.1 C													
Old Corry Field Road	Urban	2	Undivided	1	0.698	1.433	Urbanized	(D)	5084	9,000	2004	11,000	D	(D)	559	D
Navy Boulevard to Lillian Highway	Collector		35 MPH					14,800	4017	9,100	2005	10,300	D	750	524	D
									5144	6,900	2006	10,500	D		534	D
									1. C 1		2007	10,250	D		521	D
				1						111111	2008	9,950	D		506	D
											2009	10,150	D	1.1.1.1	516	D
											2010	10,850	D	$0 \rightarrow 0$	552	D
											2011	9,200	D		468	D
		11								% of MV	2012	9,750	D		496	D
										56.31%	2014	8,334	D		424	D
1.217-2.650										62.17%	2019	9,201	D		468	D
Roadway ID: 48560000						-			-	68.64%	2024	10,159	D		517	D
CR 296																
Saufley Field Road	Urban	2	Divided	1	1.282	0.780	Urbanized	(D)	4073	3,600	2004	5,700	С	(D)	282	С
Saufley Field enterance	Collector		45 MPH			n i n		17,700		1.0	2005	6,000	С	880	297	С
to Blue Angel Parkway											2006	5,700	С		282	С
										l	2007	5,900	С	4 1	292	С
		1 1				M 1					2008	5,500	С		272	C
										1.1.1.1.1.1	2009	5,200	C	$p \rightarrow 0$	257	С
											2010	4,800	С		238	С
											2011	4,500	С		223	С
										% of MV	2012	4,200	C		208	С
								4		20.34%	2014	3,600	С		178	С
0.000-0.780										22.46%	2019	3,975	С		197	С
Roadway ID: 48610000								-		24.79%	2024	4,388	С		217	С
Mobile Highway to	Minor	2	Divided	1	0.713	1,402	Urbanized	(D)	4015	19,000	2004	19,500	F*	(D)	965	F*
Blue Angel Parkway	Arterial		45 MPH			1.00		17,700			2005	21,000	F*	880	1,040	F*
											2006	21,500	F*	0.5.5.5.3	1,064	F*
											2007	21,500	F*		1,064	F*
											2008	20,900	F*	5. T P 4	1,035	F*
											2009	17,500	D		866	D
											2010	19,500	F*		965	F*
											2011	20,000	F*	2.00	990	F*
	ar a d									% of MV	2012	19,500	F*		965	F*
										107.34%	2014	19,000	F*		941	F*
0.780.2.182										118.52%	2019	20,978	F*		1,038	F*
Roadway ID: 48610000						2.0			· · · · · · · · · · · · · · · · · · ·	130.85%	2024	23,161	F*	1	1,146	F*

Updated 2015, using 2012 FDOT LOS Tables. LOS Standards and Max Allowable Volumes are based on those established for State Roadways. "E" following the count indicates an estimated count. "T" following the Count Station number indicated a Telemetered Traffic Monitoring Site. These Tables Are For General Purposes Only. Not To Be Used For Concurrency Management Purposes. Prepared for the FY 2014/15 Transportation Planning



AIR OPERATIONS

INFORMATION FOR SAUFLEY FIELD CLOSING

David Fitzpatrick

From: Sent:	Oram, Stephanie S CIV NAVFAC SE, PWD Pensacola [stephanie.oram@navy.mil] Monday, June 27, 2016 5:03 PM
To:	David Fitzpatrick
Subject:	RE: Saufley Field Question
Signed By:	There are problems with the signature. Click the signature button for details.
PDF	POF
	ufley closure
Landing Field Sa	letter.pdf David,
	d, Navy Outlying Landing Field (NOLF) Saufley Field is now a closed airfield ctions associated with Avigation concerns are no longer necessary. The
attached letter	rs indicate that it is a closed field. The Escambia County Airfield o longer needed.
Please let me k Stephanie	mow if you need anything else.
Stephanie Oram	
Community Planr NAS Pensacola	ner and Liaison Officer
150 Hase Road,	Room 175
Pensacola, FL	
	52-8715/DSN: 459-8715
Cell: 850-619-	
stephanie.oram(enavy.mil
Original N	lessage
	zpatrick [mailto:David@fitzeng.com]

Sent: Monday, June 27, 2016 3:04 PM To: Oram, Stephanie S CIV NAVFAC SE, PWD Pensacola Subject: [Non-DoD Source] Saufley Field Question

Thank you for returning my call today. My client is purchasing the parcel directly southeast of one of the runways at Saufley Field. Escambia County's aerial map (attached) shows a clear zone across the subject parcel. To confirm our conversation, please respond to this email with the information of the closing of Saufley Field by the Navy and FAA. And because of this closing the Navy releases Escambia County and gives authority to lift all air traffic overlay areas around Saufley Field. Thank you for your help in this matter.

Thank you David W. Fitzpatrick, P.E.

David W. Fitzpatrick, P.E., P.A. 10250 N. Palafox Street Pensacola, Florida 32534 Phone: 850-476-8677 Fax: 476-7708

NOTICE: This communication is intended only for the person or entity to whom it is addressed and may contain confidential, proprietary, and / or privileged material. Unless you are the intended addressee, any review, reliance, dissemination, distribution, copying or use whatsoever of this communication is strictly prohibited. If you received this in

error, please reply immediately and delete the material from all computers.

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DEPARTMENT OF THE NAVY COMMANDER, NAVY INSTALLATIONS COMMAND 716 SICARD STREET, SE, SUITE 1000 WASHINGTON NAVY YARD, DC 20374-5140

> 1440 Ser N3/160001 JAN 6 2016

From: Commander, Navy Installations Command To: Commanding Officer, Naval Air Station Pensacola

Subj: OUTLYING LANDING FIELD SAUFLEY AIRPORT CLOSURE

Ref: (a) NAS Pensacola ltr 3700 Ser N32/0861 of 10 July 15

1. Request contained in reference (a), to close Outlying Landing Field (OLF) Saufley Airport, is approved.

2. Ensure appropriate action is taken to remove OLF Saufley Airport from all flight information publications.

T. G. ALEXANDER

By direction

Copy to: COMNAVREG SE Jacksonville FL



DEPARTMENT OF THE NAVY Naval Air Station Pensacola 150 Hase Road Suite-A Pensacola, FL 32508-1051

3700 Ser N32/0861 10 July 2015

From: Commanding Officer, Naval Air Station Pensacola To: Commander, Naval Installations Command Via: Commander, Navy Region Southeast

Subj: OUTLYING LANDING FIELD SAUFLEY AIRPORT CLOSURE

Ref: (a) NAVAIR 00-80T-124
(b) NAS Pensacola ltr 11000 Ser N45/0498 of 21 May 14
(b) CNAF ltr 11000 Ser N8/966 of 4 Sep 14

1. Per reference (a), request to close Outlying Landing Field Saufley. Reference (b) is Naval Air Station Pensacola's request for a determination from Commander, Naval Air Forces (CNAF) on the long term viability of OLF Saufley.

2. Per reference (c), CNAF states there is "no future aviation training or operational requirements that need to be supported by the OLF."

3. Request OLF Saufley airport be removed from all flight publications and considered a closed airfield. The Federal Aviation Administration maintained VHF Omni Directional Range navigation aid remains in use.

4. My point of contact is Mr. Michael McCarthy. He can be reached at COMM: (850) 452-2547 DSN: 459-2547 or email at michael.mccarthy2@navy.mil.

Copy to: COMNAVAIRLANT N74 FAA, Eastern Service Area, (AJR-03), Air Traffic Control Representative NAVFIG SPAWARSYSCENT, Atlantic (Code 525E0/N980A)

PURCHASE AND SALE AGREEMENT

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This Purchase and Sale Agreement (this "Agreement"), dated as of May <u>/8</u>, 2016 (the "Effective Date"), is entered into between PREFERRED MATERIALS, INC., a Georgia corporation, successor in interest to Oldcastle Southern Group, Inc., successor in interest to APAC-Southeast, Inc. ("Seller") having an address of c/o Oldcastle, Inc., 900 Ashwood Parkway, Suite 600, Atlanta, Georgia 30338 and Stafford Development Group Inc., a Florida corporation ("Buyer") having an address of 357 Grande Oaks Blvd, Cantonment, Florida 32533.

RECITALS

WHEREAS, Seller is the owner of the land located at 5700 Saufley Field Road, Pensacola, Escambia County, Florida, which is more particularly described in <u>Exhibit A</u> attached to this Agreement and made a part hereof (the "Land"), the buildings and improvements, if any, located thereon (the "Improvements"; together with the Land hereinafter sometimes collectively referred to as the "Property"); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Buyer the Property and Buyer desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

ACCESS AND INSPECTION; EXAMINATION BY BUYER

Section 1.01 <u>Buyer Access to Property</u>. Between the date of this Agreement and the Closing, Buyer and Buyer's agents, employees, contractors, representatives and other designees (hereinafter collectively called "*Buyer's Designees*") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, conducting surveys, mechanical and structural engineering studies, and conducting any other investigations, examinations, tests and inspections as Buyer may reasonably require to assess the condition of the Property; *provided however*; that

(a) any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's Designees onto the Property, or the other activities of Buyer or Buyer's Designees with respect to the Property (hereinafter called "*Buyer's Activities*") shall not damage the Property in any manner whatsoever;

(b) in the event the Property is damaged in any manner in connection with any Buyer's Activities, Buyer shall immediately return the Property to the condition existing prior to Buyer's Activities; and (c) Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any Buyer's Activities. Notwithstanding any provision of this Agreement to the contrary, Buyer shall not have the right to undertake any environmental studies or testing beyond the scope of a standard "Phase I" evaluation without coordinating the evaluation with Seller.

Section 1.02 **Due Diligence Date**. Buyer shall have until the date that is fortyfive (45) days after the Effective Date (herein called the "*Due Diligence Date*"), to perform such investigations, examinations, tests and inspections as Buyer shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Buyer. In the event Buyer shall determine that the Property is not suitable and satisfactory to Buyer, Buyer shall have the right to terminate this Agreement by giving written notice to Seller on or before the Due Diligence Date ("*Termination Notice*"). In the event Buyer delivers the Termination Notice to Seller, all rights and obligations of the parties under this Agreement shall terminate (except those indemnity and insurance obligations set forth in this Article), and Buyer's Deposit shall be forthwith returned to Buyer. If Buyer does not deliver, or fails to timely deliver the Termination Notice in accordance with this Section 1.02, Buyer shall have no further right to terminate this Agreement pursuant to this Section 1.02.

Section 1.03 <u>Liability Insurance</u>. Prior to any entry by Buyer or any of Buyer's Designees onto the Property, Buyer shall:

(a) if Buyer does not then have such a policy in force, procure a policy of commercial general liability insurance, issued by an insurer reasonably satisfactory to Seller, covering all Buyer's Activities, with a single limit of liability (per occurrence and aggregate) of not less than \$2,000,000.00; and

(b) deliver to Seller a Certificate of Insurance, evidencing that such insurance is in force and effect, and evidencing that Seller has been named as an additional insured thereunder with respect to any Buyer's Activities (such Certificate of Insurance shall be delivered to Seller, at the address for notices set forth below Seller's execution of this Agreement). Such insurance shall be written on an "occurrence" basis, and shall be maintained in force until the earlier of:

(i) the termination of this Agreement and the conclusion of all Buyer's Activities, or;

(ii) Closing.

(c) Such insurance shall waive all rights of subrogation against the Seller, or Seller's officers, directors, employees, representatives and affiliates.

ARTICLE II Conveyance of the Property

Section 2.01 <u>Subject of Conveyance</u>. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property, including without limitation, all of Seller's right, title and interest in:

(a) all rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road or avenue in front of, or adjoining the Land, to the center line thereof;

(b) all (if any) easements, access easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to the owner of, running with, or in any way related to the Land;

(c) to the extent transferable or assumable, all permits, approvals, variances, authorizations, licenses, registrations and consents issued, granted, given or otherwise made available by or under the authority of any federal, state or local governmental body or under any federal, state or local law, or ordinance, regulation or rule together with all obligations, including but not limited to reclamation and financial security provisions thereunder as may be required (all of which are herein collectively referred to as the "Permits"); and

(d) the fixtures, building equipment and personal property owned by Seller and used in connection with the Improvements or the Land.

Section 2.02 <u>"As-Is", "Where Is" Conveyance.</u>

(a) Subject to this Agreement, Buyer acknowledges that Buyer has made (or will make during the due diligence period) thorough inspections and investigations of the Property and Buyer agrees to take title to the Property "AS-IS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear and without any reduction in or abatement of the Purchase Price.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Buyer specifically confirms and acknowledges that in entering into this Agreement, Buyer has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements or other information pertaining to the Property furnished by Seller, any broker, any agent, employee or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

ARTICLE III Purchase Price

Section 3.01 <u>Purchase Price and Deposit</u>. The purchase price to be paid by Buyer to Seller for the Property is TWO HUNDRED EIGHTY-FIVE AND NO/100 DOLLARS (\$285,000.00) (the "*Purchase Price*"). The Purchase Price shall be payable as follows:

(a) the amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) (the "*Deposit*") is due and payable upon the execution and delivery of this Agreement. The Deposit shall be applicable to the Purchase Price at Closing, but shall be non-refundable to Buyer except in the case of a default by Seller; and

(b) the balance of the Purchase Price is due and payable on the Closing Date, subject to any credits or apportionments as provided for under this Agreement.

Section 3.02 <u>Payments.</u> The Deposit may be paid by Buyer's certified check or official bank check, subject to collection, and it shall be made payable to First American Title Insurance Company, 50 South Main Street, Suite 709, Akron, Ohio 44308, Attention: Michael Schoenewald, as escrow agent ("*Escrow Agent*") or by wire transfer to Escrow Agent. The Escrow Agent agrees to hold the Deposit in escrow pursuant to the terms of this Agreement. The balance of the Purchase Price shall be paid, at Seller's election, either by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than one (1) day prior to the Closing Date.

ARTICLE IV CLOSING

Section 4.01 <u>Closing Date</u>. Unless previously terminated pursuant to an express written ability of a party to do so as provided herein, closing of the transaction contemplated by this Agreement (the "*Closing*") shall take place on that date which is thirty (30) days after the Due Diligence Date, or on such later date and time as may be mutually agreed by and among the Buyer and the Seller (the "*Closing Date*") at the offices of Buyer's counsel, McDonald Fleming Moorhead, located at 127 S. Palafox Place, Suite 500, Pensacola, FL 32502, *provided however* that in connection with the preparation of the documentation for Closing, Seller shall be responsible for such preparation, and shall cause Buyer or Buyer's counsel and the closing agent to prepare such documents sufficiently in advance so that all closing documents may be executed by

the authorized representatives of Seller at Seller's offices in advance of Closing, and attendance by the authorized representatives of Seller at Closing will not be necessary.

Section 4.02 <u>Seller's Closing Deliverables</u>. At the Closing, Seller shall deliver or cause to be delivered to Buyer, the items listed in this Section 4.02, executed, certified and acknowledged by Seller, as appropriate.

(a) Seller shall deliver to Buyer a special warranty deed, executed with the appropriate acknowledgement form and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement. The Deed shall contain covenants on the part of the Buyer not to use or permit use of the Property for the (i) resale of limestone or granite aggregates, (ii) operation of an asphalt plant or asphalt-related business, (iii) operation of concrete block plant, (iv) operation of concrete batch plant (including both ready-mix plants and central-mix plants) or related business. The delivery of the deed by Seller, and the acceptance by Buyer, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed pursuant to this Agreement, except those obligations of Seller which are expressly stated in this Agreement to survive the Closing.

(b) Seller shall execute and deliver to Buyer counterparts of any required transfer tax returns, or in each instance and if available, an electronic filing of such returns, together with the required payment of applicable transfer taxes, pursuant to the requirements of the applicable state and local taxing authorities; notwithstanding the foregoing, however, at Seller's option, Seller may elect to allow Buyer a credit against the Purchase Price for the amount of transfer taxes due and payable by Seller and to have Buyer make the timely payment directly to the taxing authorities or provide payment for such amounts through the Escrow Agent or Buyer's Title Insurance Company and Buyer shall provide Seller with proof of payment at the Closing.

(c) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code of 1984, as amended and the regulations thereunder, which certification shall be signed under penalty of perjury.

(d) With respect to Buyer's Title Insurance Company (as hereafter defined), Seller shall deliver: (i) an original affidavit of title to the Title Insurance Company (as hereafter defined) in customary form and reasonably acceptable to Seller, stating, among other things, that there are no unpaid bills or claims (except for bills or expenses to be prorated pursuant to this Agreement as of the date immediately preceding the Closing Date) for labor performed or materials furnished in connection with the Property; and (ii) such evidence as the title company may reasonably require as to the authority of the person, or persons, executing document on behalf of Seller and a certificate of good standing for Seller.

(e) A settlement statement setting forth the distribution of the Purchase Price at the Closing, and the payments of the expenses and prorations of the real property taxes as provided in this Agreement. (f) Such other documents or instruments as may be reasonably requested by the Buyer (provided that such other documents do not conflict with the terms expressly set forth in this Agreement) to consummate the transaction contemplated by this Agreement.

Section 4.03 <u>Buyer's Closing Deliverables</u>. At the Closing, Buyer shall deliver or cause to be delivered to Seller, the items listed in this Section 4.03, executed, certified and acknowledged by Buyer, as appropriate.

(a) Buyer shall pay the balance of the Purchase Price to Seller on the Closing Date.

(b) Buyer shall pay all costs and expenses agreed to be paid by Buyer in Section 4.04 of this Agreement.

(c) Buyer shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 4.02 of this Agreement to which Buyer is a party.

(d) Such other documents or instruments as may be reasonably requested by the Seller (provided that such other documents do not conflict with the terms expressly set forth in this Agreement) to consummate the transaction contemplated by this Agreement.

Section 4.04 Costs.

(a) Seller and Buyer shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; *provided, however*, that if any legal action is instituted under this Agreement, if the Seller prevails in such legal action, the Seller shall be entitled to recover from the Buyer reasonable attorneys' fees and costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment and bankruptcy proceedings.

(b) Seller shall pay: (i) all transfer taxes and other taxes for the State of Florida and the County of Escambia payable in connection with the transaction contemplated by this Agreement; (ii) the commission owed to the Broker pursuant to **Article XII** of this Agreement; and (iii) recording fees for mortgage satisfaction or other title clearing documents.

(c) Buyer shall pay:

(i) the costs charged by Buyer's Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements and affirmative insurance;

(ii) the costs related to the Survey and any other survey or survey

update;

(iii) any other fees or costs related to Buyer's due diligence reviews;

and

(iv) the recording fees for the recording of the deed.

Section 4.05 <u>Apportionments</u>. All matters listed in this Section 4.05 shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise.

(a) All real estate taxes based on the fiscal year for which they are assessed and assessments. If the Property shall be, or have been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then a charge or lien, or has already been paid, then at the Closing such amounts will be paid or apportioned, as the case may be in the following manner:

(i) any such assessments or installments, or portion thereof, payable on or after the Closing Date shall be the responsibility of Buyer; and

(ii) any such assessments or installments, or portion thereof, payable prior to the Closing Date shall be the responsibility of Seller.

(b) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing.

ARTICLE V

TITLE MATTERS AND VIOLATIONS

Section 5.01 <u>Acceptable Title</u>. Seller shall convey and Buyer shall accept fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject to:

(a) the Permitted Exceptions (as hereafter defined); and

(b) such other matters as any Title Insurance Company (as hereafter defined) shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 5.02 <u>Permitted Exceptions</u>. For the purposes of this Agreement, "good and marketable fee simple title" shall mean such title as is insurable by a title insurance company licensed to conduct business in the state of Florida (the "*Title Insurance Company*"), under its standard form of ALTA owner's policy of title insurance, 2006 Form, at its standard rates. The Property is to be conveyed subject only to the following matters (collectively, the "*Permitted Exceptions*"): (a) any and all laws, statutes, ordinances, codes, rules, regulations, requirements or executive mandates, as the same may be amended subsequent to the date of this Agreement, affecting the Property;

(b) encroachments, if any, on any street or highway;

(c) such matters as would be disclosed by a current and accurate survey prepared by a surveyor licensed in the state of Florida to conduct surveys (the "Survey") or inspection of the Property, which Survey Buyer has approved or is deemed to have approved, whether or not Buyer actually conducts any inspection or Survey of the Property; and

(d) real estate taxes, assessments and water and sewer charges, that are not due and payable prior to the Closing Date, subject to any apportionments as provided for in this Agreement.

Section 5.03 **Objections to Title**.

(a) Buyer shall order, at its sole cost and expense, within ten (10) days following the date of execution and delivery of this Agreement a commitment for title insurance from a Title Insurance Company, together with true, legible (to the extent available) and complete copies of all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "*Title Commitment*"), which Title Commitment shall be delivered to counsel for both Buyer and Seller concurrently.

(b) Buyer shall deliver to Seller any objections to the exceptions to title set forth in the Title Commitment and/or the Survey, other than the Permitted Exceptions (collectively, "*Buyer's Objections*"), by no later ten (10) days after the receipt of the Title Commitment.

(c) Seller shall thereafter have a period of ten (10) days during which time Seller shall have the right, but not the obligation, to cure Buyer's Objections. Seller shall not be required to take any action, to institute any proceeding or to incur any expense in order to remedy Buyer's Objections. If Seller shall elect not to take any action, institute any proceeding or incur any expense to remedy Buyer's Objections, Seller shall be deemed unable to convey the Property in accordance with the terms of this Agreement. Seller shall, by no later than ten (10) days after Seller's receipt of Buyer's Objections, send a response notice to Buyer and Buyer shall thereafter, by no later than ten (10) days after Buyer's receipt of Seller's response notice elect to either: (A) accept such title to the Property, in accordance with Section 5.04 of this Agreement; or (B) terminate this Agreement in accordance with Section 9.01(b).

Section 5.04 <u>Seller's Inability to Convey</u>. In the event Seller is unable to convey title to the Property in accordance with this Agreement, then notwithstanding Buyer's remedies in Section 9.01(b) of this Agreement, Buyer shall also have the right to accept such title to the Property as Seller can convey, in which event Seller shall make

the deliveries provided for in this Agreement to Buyer at the Closing, to the extent Seller is able to do so, and there shall be no reduction or credit against the Purchase Price, except as otherwise provided for in this Agreement.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES; CERTAIN DISCLAIMERS

Section 6.01 <u>Seller's Representations and Warranties</u>. Seller represents and warrants to Buyer the following:

(a) The Seller has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement and related instruments to which it is a party. This Agreement and all other agreements to be executed in connection herewith or therewith (a) have been duly authorized, executed, and delivered by the Seller and (b) are valid, binding, and enforceable against the Seller.

(b) The Seller is a corporation duly formed, validly existing, and in good standing under the laws of the State of Georgia.

(c) The execution, delivery, and performance of this Agreement and the related instruments and the consummation of the transaction contemplated hereby do not (i) violate any provision of the Seller's bylaws or other document governing the Seller's existence; or (ii) conflict with any order, arbitration award, judgment, or decree to which such Seller is a party.

(d) Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code or any related regulations, as amended.

(e) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transaction contemplated hereby based upon arrangements made by or on behalf of Seller, except as disclosed in Section XII of the Agreement.

(f) To Seller's knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement.

(g) To Seller's knowledge, there are no rights of parties in possession not shown by the public records. Seller shall execute an affidavit at Closing sufficient to allow the deletion of the parties in possession exception from the Title Commitment.

Section 6.02 **Disclaimer of All of Representations and Warranties of Seller**. SELLER DOES NOT, BY THE EXECUTION AND DELIVERY OF THIS AGREEMENT, AND SELLER SHALL NOT, BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH CLOSING, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, **REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE,** HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, **GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (HEREINAFTER** COLLECTIVELY CALLED THE "DISCLAIMED MATTERS"). BUYER AGREES THAT, WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY **REPRESENTATION OR WARRANTY OF SELLER, BUYER WILL CONDUCT** SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY (INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITION THEREOF) AND RELY UPON SAME AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMED MATTERS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. SUCH INSPECTIONS AND INVESTIGATIONS OF BUYER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL AUDIT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION OF THE PROPERTY WOULD SHOW, PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY. SELLER SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS SECTION 6.02 BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST SELLER WITH RESPECT TO (i) THE DISCLAIMED MATTERS, (ii) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (iii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY

ENVIRONMENTAL PROTECTION, POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CERCLA, AND (iv) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE TERMS AND CONDITIONS OF THIS SECTION 6.02 SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING, THE DELIVERY OF THE DEED AND THE PAYMENT OF THE PURCHASE PRICE, WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS AGREEMENT.

Section 6.03 <u>Buyer's Representations and Warranties</u>. Buyer represents and warrants to Seller on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) The Buyer has the requisite power and authority to execute, deliver, and perform its obligations under this Agreement and related instruments to which it is a party. This Agreement and all other agreements to be executed in connection herewith or therewith (a) have been duly authorized, executed, and delivered by the Seller and (b) are valid, binding, and enforceable against the Seller.

(b) The Buyer is a corporation duly formed, validly existing, and in good standing under the laws of the State of Florida.

(c) The execution, delivery, and performance of this Agreement and the related instruments and the consummation of the transaction contemplated hereby do not (a) violate any provision of the Buyer's bylaws or other document governing the Buyer's existence or (b) conflict with any order, arbitration award, judgment, or decree to which such Buyer is a party.

(d) No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transaction contemplated hereby based upon arrangements made by or on behalf of Buyer, except as disclosed in Section XII of the Agreement.

(e) Buyer has sufficient cash on hand or other sources to enable it to make payment of the Purchase Price and consummate the closing on the Closing Date.

(f) There are no actions, suits, claims, investigations or other legal proceedings pending or threatened against or by Buyer or any affiliate of Buyer that challenge or seek to prevent, enjoin or otherwise delay the consummation of the contemplated transaction.

(g) Buyer has conducted its own independent investigation, review and analysis of the Property, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, and records, and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transaction contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Section 5 of this Agreement; and (b) neither Seller nor any other person has made any representation or warranty as to Seller or the Property, except as expressly set forth in Section 5 of this Agreement.

ARTICLE VII RISK OF LOSS

Section 7.01 <u>Risk of Loss</u>. If any portion of the Improvements are damaged or destroyed by casualty prior to Closing Date, and the cost of repair of such damage or destruction is reasonably estimated to exceed \$5,000.00, Buyer shall have the right, at Buyer's option, to terminate this Agreement by giving written notice to Seller on or before the date ten (10) days after the date upon which Seller gives Buyer written notice of such casualty, in which event the Deposit shall be refunded to Buyer promptly upon request, all rights and obligations of the parties under this Agreement shall terminate, and this Agreement shall become null and void. In the event of lesser damage or destruction prior to the Closing Date, Buyer shall have no right to terminate this Agreement by reason of such damage or destruction, nor shall it be entitled to any reduction in the Purchase Price. Buyer shall not be deemed a third party beneficiary or otherwise entitled to any insurance proceeds that Seller might obtain from its insurer, if any, as a result of casualty.

ARTICLE VIII Notices

Section 8.01 Notices.

(a) Any notice or other communication provided for hereunder will be in writing and may be (i) served by personal delivery, (ii) made by electronic mail or facsimile transmission, or (iii) sent by overnight courier service (with all fees prepaid) to the receiving parties as follows, or to any other address which either party may hereafter designate for itself in writing:

If to Seller:	Preferred Materials, Inc. c/o Midsouth Paving, Inc. 500 Riverhills Business Park, Suite 590 Birmingham, Alabama 35242 Attention: D. Lamar Forsyth Lamar.Forsyth@midsouthpaving.com
With a Copy to:	Oldcastle Law Group 900 Ashwood Parkway, Suite 600 Atlanta, Georgia 30338 Attention: General Counsel Fax: 770-392-5305
If to Buyer:	Stafford Development Group, Inc. 357 Grande Oaks Blvd Cantonment, Florida 32533 Attention: Todd Stafford Fax: 850-453-9293
With a Copy to:	McDonald Fleming Moorhead 127 S. Palafox Place, Suite 500 Pensacola, Florida 32502 Attention: Stephen R. Moorhead Fax: 850-477-0982

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

ARTICLE IX Remedies

Section 9.01 Remedies

(a) If Buyer shall default in the observance or performance of any of the terms of this Agreement, the parties stipulate and agree that actual damages may be difficult, if not impossible, to compute and the Deposit plus any accrued interest thereon, if any, shall be paid to and retained by Seller as liquidated damages as its sole and exclusive remedy and not as a penalty.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, the Buyer's remedy shall be limited to specific performance.

(c) Buyer and Seller waive all their rights to damages in excess of the liquidated damages referenced in Section 9.01(a) of this Agreement.

(d) Provided the release of the Deposit is in accordance with the termination of the Agreement, upon the release of the Deposit, and any interest accrued thereon, to either Buyer or Seller, as the case may be, this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

(e) The provisions of this Article shall survive the Closing or termination of this Agreement.

ARTICLE X Escrow

Section 10.01 Buyer's Delivery of the Deposit in Escrow.

(a) Simultaneously with the execution and delivery of this Agreement, Buyer shall deliver the Deposit to Escrow Agent. The Deposit shall be held in escrow and disposed of by Escrow Agent only in accordance with the provisions of this Article.

(b) The Deposit shall be held and released by Escrow Agent in accordance with the terms of this Agreement. The Deposit shall be applied to the Purchase Price at Closing (as hereinafter defined), and shall otherwise be held, refunded or disbursed in accordance with the terms of this Agreement. The Deposit shall be deposited into an account with the Escrow Agent during the pendency of this Agreement. All interest and other income from time to time earned on the Deposit shall be deemed a part of the Deposit for all purposes of this Agreement.

Section 10.02 Escrow Agent's Delivery of the Deposit.

(a) Escrow Agent shall deliver the Deposit to Seller on the Closing Date, if the Closing occurs. In no event shall any interest earned on the Deposit be applied as a credit against the Purchase Price.

(b) If, prior to the Closing, either Seller or Buyer delivers a notice to Escrow Agent with a demand for Escrow Agent's delivery of the Deposit, Escrow Agent shall promptly give notice to the other party of such demand. If a notice of objection to the proposed payment is not received from the other party within twenty-one (21) days after the receipt of notice from Escrow Agent, Escrow Agent is hereby authorized to deliver the Deposit to the party who made the demand for the Deposit. If Escrow Agent receives a notice of objection within said time period, then Escrow Agent shall continue to hold the Deposit and thereafter pay it to the party entitled to the Deposit when Escrow Agent receives: (i) a notice from the objecting party withdrawing the objection; (ii) a notice signed by both parties directing disposition of the Deposit; or (iii) a final non-appealable notice of a court of competent jurisdiction, entered in connection with a proceeding in which Seller, Buyer and the Escrow Agent are named as parties, directing the disbursement of the Deposit.

Section 10.03 Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Buyer agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument or other document.

(c) Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful default.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the state of Florida; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent is permitted to charge a fee for services provided in connection herewith, which will be split evenly between Buyer and Seller at Closing.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller, and 50% by Buyer, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Buyer is the losing party.

Section 10.04 <u>Indemnification of Escrow Agent</u>. Seller and Buyer hereby agree to, jointly and severally, indemnify, defend and hold harmless Escrow Agent from and

against any liabilities, damages, losses, costs or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of this Agreement, except for those matters arising as a result of Escrow Agent's gross negligence or willful misconduct.

Section 10.05 <u>Survival</u>. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XI CONFIDENTIALITY

Section 11.01 <u>Confidential Information</u>. Buyer shall not knowingly or intentionally disclose in a formal public manner the existence of this Agreement or the Confidential Information and no publicity or press release to the general public with respect to this transaction or the Confidential Information shall be made by Buyer without the prior written consent of Seller. Buyer agrees that, except as otherwise provided by applicable laws and regulations, or in connection with the evaluation or financing of the Property, Buyer (including Buyer's officers, directors, employees, representatives, brokers, attorneys and advisers) shall keep the contents of this Agreement and any information related to the Property and the transaction contemplated by this Agreement confidential, whether or not marked as "confidential" (collectively, the "*Confidential Information*"). The Confidential Information shall not include any information publicly known, or which becomes publicly known, other than through the acts of Buyer, or any of Buyer's officers, directors, employees, representatives, brokers, attorneys or advisers.

Section 11.02 <u>Return or Destruction of Confidential Information</u>. As of the Closing Date or in the event of a termination of this Agreement, if applicable, all Confidential Information in accordance with the written request of Seller shall be either promptly: (a) returned to Seller; or (b) destroyed by Buyer. Notwithstanding the foregoing, however, in the event the Closing occurs Buyer may retain possession of all or any part of the Confidential Information if such Confidential Information relates solely to the Property and the operations thereon.

Section 11.03 <u>Survival</u>. The provisions of this Article shall survive the Closing Date or termination of this Agreement.

ARTICLE XII BROKERS

Section 12.01 **Brokers.** Buyer and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in

bringing about, this transaction. Seller and Buyer shall each indemnify, defend and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees or other compensation in connection with this transaction if such claim is based in whole or in part by, though or on account of, any acts of the indemnifying party or its agents, employees or representatives and from all losses, liabilities, costs and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs and interest.

Section 12.02 <u>Survival</u>. The provisions of this Article shall survive the Closing, or the termination of this Agreement prior to the Closing.

ARTICLE XIII Seller's Tax Deferred Exchange

Section 13.01 **Exchange**. Seller may convey the Property or any portion thereof or interest therein as part of one or more Internal Revenue Code Section 1031 Tax Deferred Exchanges for its benefit. In such event, Seller may be assigning all or some contract rights and obligations hereunder to a qualified intermediary, as a part of, and in furtherance of, such tax deferred exchange. Buyer agrees to assist and cooperate in any such exchange, and Buyer further agrees to execute any and all documents as are reasonably necessary in connection with any such exchange. Buyer shall not be obligated to incur any cost or expense in connection with any such exchange, other than that which Buyer elects to incur to have its counsel review the documents and instruments incident thereto. As part of any such exchange, Seller shall convey the Property described herein directly to Buyer and Buyer shall not be obligated to acquire or convey any other property as part of any such exchange.

ARTICLE XIV MISCELLANEOUS

Section 14.01 <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida. Venue of any proceeding filed hereunder shall be filed in the Circuit Court sitting in Escambia County, Florida.

Section 14.02 <u>Entire Agreement</u>. This Agreement sets for the complete understanding and agreement of the parties with respect to the transaction that is the subject of this Agreement. No oral statements, representations or agreements other than this Agreement shall have any force or effect and Buyer and Seller agree that they will not rely on any representations or agreements other than those contained in this Agreement. Section 14.03 <u>No Survival</u>. Except as otherwise provided in this Agreement, no representations, warranties, covenants or other obligations of the parties set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 14.04 Limitation of Liability.

(a) <u>Disclaimer of Consequential Damages</u>. IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS AGREEMENT TO THE BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) <u>Cap on all other Damages</u>. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL PURCHASE PRICE TO BE PAID TO THE SELLER PURSUANT TO THIS AGREEMENT.

Section 14.05 <u>Modifications and Amendments</u>. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Buyer.

Section 14.06 <u>No Recording</u>. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Buyer shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section 14.07 <u>Binding Effect; Assignment</u>. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns. No other person or entity shall acquire or have any right under, or by virtue of, this Agreement. Buyer shall not assign or transfer any right or delegate any obligation hereunder without the prior written consent of Seller, in its sole discretion. Notwithstanding anything herein to the contrary, Buyer may assign or transfer its rights hereunder to an affiliate of Buyer. Seller may assign or transfer its rights hereunder to any affiliate. Any purported assignment or transfer in violation of this section shall be null and void. Section 14.08 <u>Severability</u>. Any provision of this Agreement that is found by an arbitrator or other adjudicator of competent jurisdiction to be invalid, void, or otherwise unenforceable shall in no way affect, impair, or invalidate any other provision hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. To the extent that any such provision is so found to be invalid, void, or otherwise unenforceable as written, the parties authorize the adjudicator to revise it retroactive to the effective date so that it is enforceable to the greatest extent allowed by applicable law. In the event that the adjudicator declines to exercise such authority, the parties agree to make such revision.

Section 14.09 <u>Further Assurances</u>. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 14.10 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 14.11 <u>Headings</u>. The headings in this Agreement are for the purposes of reference only and shall not affect or define the meanings hereof.

Section 14.12 <u>Waiver</u>. The failure of either party to insist, in any one or more instances, upon a strict performance of any of the terms and conditions of this Agreement, or to exercise or fail to exercise any option or right contained herein, shall not be construed as a waiver or a relinquishment for the future of such right or option, but the same shall continue and remain in full force and effect. The continued performance by either party of this Agreement with knowledge of the breach of any term or condition hereof shall not be deemed a waiver of such breach, and no waiver by either party of any provision hereof, shall be deemed to have been made, or operate as estoppel, unless expressed in writing and signed by such party.

Section 14.13 <u>Time of Essence; Calculation of Dates</u>. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be

extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute, seal and deliver this Agreement, all as of the day and year first written above.

SELLER:

PREFERRED MATERIALS, INC., a Georgia corporation By:____ ď nmar FORAYTA Name AMMORIZED Title: LER

BUYER:

STAFFORD DEVELOPMENT GROUP, INC., a Florida corporation

By:___ Name: TODD STAFFOR Title: _____

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation

By:______ Name: ______ Title: ______

EXHIBIT A Legal Description

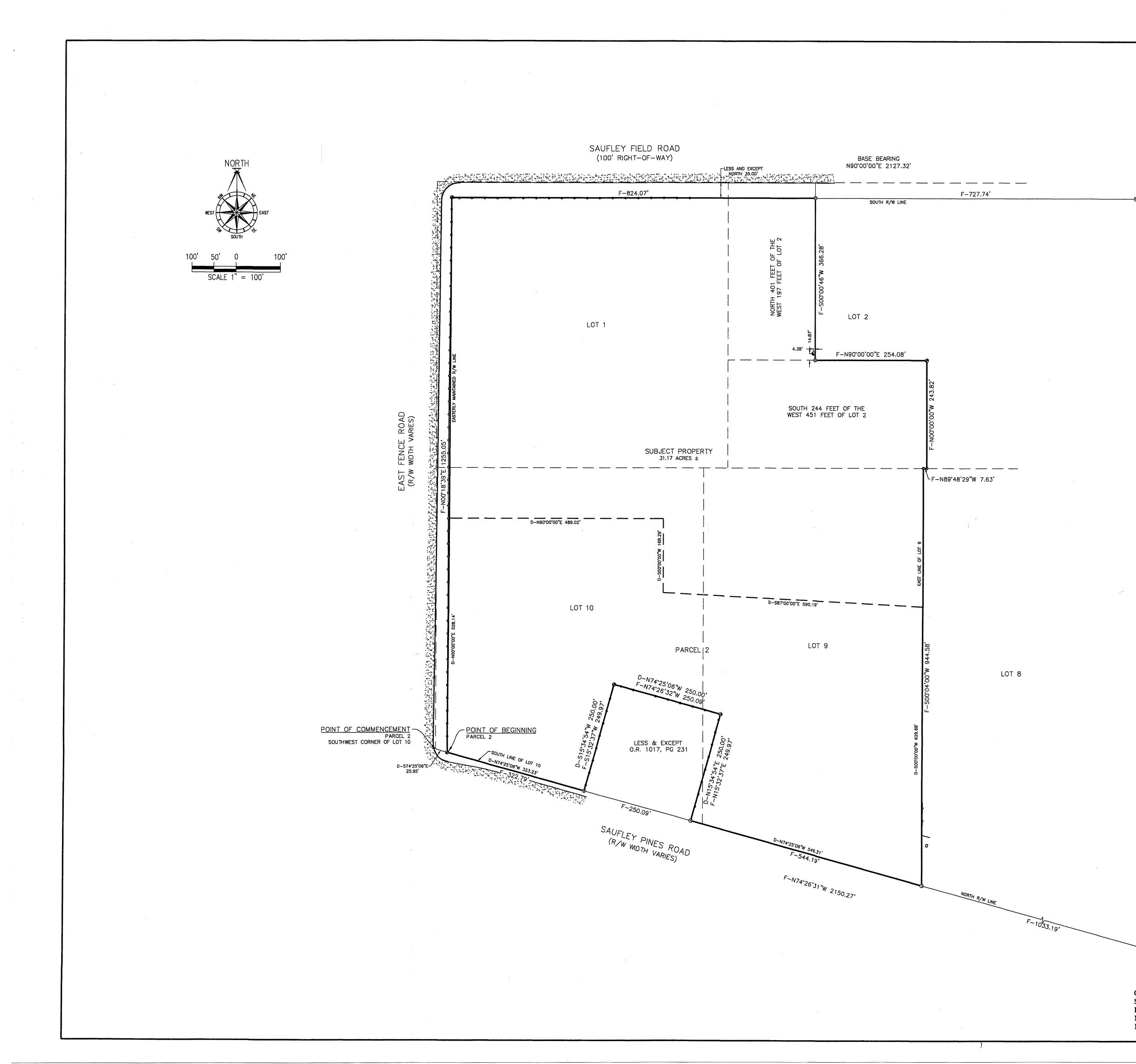
Legal Description:

022S31-3000-002-002 5700 SAUFLEY FIELD RD BLK LT 1 LESS RD R/W & S 244 FT OF W 451 FT OF LT 2 & W 197 FT OF N 401 FT OF LT 2 AND LTS 9 & 10 LESS OR 2188 P 111-DOLL S/D OF LT 3

Escambia County GEO #:

022\$31-3000-002-002

<u>Also-as-described in a Special Warranty Deed-from Edward M. Chadbourn</u>e, -Inc., Grantor, to APAC-Scutheast, Inc. as Grantee, recorded in the -Public Records of Essambia County, Florida in OR Bock 6232, Page-1250...



SURVEYORS NOTES: THIS SURVEY WAS PREPARED FOR THE CLIENT SHOWN AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT PRIOR CONSENT FROM THIS SURVEYOR. ALL MEASUREHENTS WERE MADE ACCORDING TO UNITED STATES STANDARD FOOT. NO TITLE RESEARCH WAS PERFORMED BY THIS SURVEYOR, NOR WERE WE FURNISHED WITH SUCH. NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT-OF-WAY, AND/OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. ALL BEARINGS AND DISTANCES ARE RECORD UNLESS OTHERWISE NOTED. ERROR OF CLOSURE MEETS STANDARDS OF PRACTICE. THERE MAY BE ADDITIONAL RESTRICTIONS AFFECTING THIS FROPERTY THAT MAY BE FOUND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA THAT DO NOT APPEAR ON THE FACE OF THIS PLAT. BASIS OF BEARING: SOUTH R/W LINE OF SAUFLEY FIELD MONUMENTATION; COPY OF DEED BOOK 64, PAGE 365. EINCROACHMENTS ARE AS SHOWN. IT IS THE OPINION OF THE UNDERSIGNED SURVEYOR THAT THE PAREL OF LAND SHOWN HEREON AS PER THE FLOOD INSURANCE RATE MAP INFORMATION AS FOLLOWS: ZONE: "X" LEVATION: N/A PARE. NUMBER: 12033C 0355 G AS DATED: 09/29/06 THE CERTIFICATE OF AUTHORIZATION NUMBER FOR KIM LAND PLANNING, LLC., IS LB. 7919.

DESCRIPTION: (AS PROVIDED)

PARCEL 1 A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 18.5394 NET ACRES, ACCORDING TO PLAT OF A SUBDIVISION OF THE SAID GOVERNMENT LOT RECORDED IN DEED BOOK 64 AT PAGE 365 OF THE PUBLIC RECORDS OF SAID COUNTY, AND DESCRIBED AS FOLLOWS: LOT 1, AND THE NORTH 401 FEET OF THE EAST 197 FEET OF LOT 2, LESS RIGHT-OF-WAY FOR PUBLIC ROAD OVER THE NORTH 35 FEET THEREOF; THE SOUTH 244 FEET OF THE WEST 451 FEET OF LOT 2, AND ALL OF LOTS 9 AND 10; 9 AND 10; LESS THAT PORTION OF THE SAID LOTS 1 AND 10 LYING WESTERLY OF AN EXISTING WIRE FENCE ALONG THE EAST SIDE OF AN EXISTING COUNTY MAINTAINED ROADWAY ALONG THE WEST LINE OF THE SAID GOVERNMENT LOT

5; AND LESS THAT PORTION OF SAID PROPERTY DESCRIBED IN DEED FROM SELMA L. VILLANE, A WIDOW, TO EDWARD A. COHRON AND JOSIE B. COHRON, HUSBAND AND WIFE, DATED JULY 12, 1976, AND RECORDED IN OFFICIAL RECORDS BOOK 1017 AT PAGE 231 OF THE SAID RECORDS, THE PROPERTY HEREBY CONVEYED BEING THE SAME PROPERTY DESCRIBED ON UNRECORDED SURVEY BY NICHOL ENGINEERING ASSOCIATES, INC., REVISED APRIL 6, 1978. LESS AND EXCEPT OR BOOK 4187, PAGE 1138.

PARCEL 2 A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, CONTAINING 12.8765 ACRES, EXCLUSIVE OF ROAD, AND DESCRIBED AS FOLLOWS; COMMENCE AT THE SOUTHWEST CORNER OF LOT 10 OF STEPHEN LEE'S SUBDIVISION OF THE SAID GOVERNMENT LOT 3, ACCORDING TO PLAT RECORDED IN DEED BOOK 64, AT PAGE 365 OF THE PUBLIC RECORDS OF SAID COUNTY;

THENCE GO SOUTH 74°25'06" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 10 A DISTANCE OF 25.95 FEET TO THE EAST LINE OF COUNTY MAINTAINED ROADWAY AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE GO NORTH 00'00'00" EAST PARALLEL WITH AND 25 FEET EAST OF THE WEST LINE OF SAID LOT 10 A DISTANCE OF 528.14 FEET; THENCE GO NORTH 90'00'00" EAST A DISTANCE OF 489.02 FEET; THENCE GO SOUTH 00'00'00" WEST A DISTANCE OF 168.29 FEET; THENCE GO SOUTH 87'00'00" EAST A DISTANCE OF 590.19 FEET TO THE EAST LINE OF LOT 9 OF STEPHEN LEE'S SUBDIVISION OF THE SAID

GOVERNMENT LOT 3; THENCE GO SOUTH 00'00' WEST ALONG THE EAST LINE OF SAID LOT 9 A DISTANCE OF 629.68 FEET; THENCE GO NORTH 74"25'06" WEST PARALLEL WITH AND 15.00 FEET DISTANT FROM THE SOUTHERLY LINE OF THE SAID GOVERNMENT LOT 3 A DISTANCE

OF 546.31 FEET; THENCE GO NORTH 15"34'54" EAST A DISTANCE OF 250.00 FEET; THENCE GO NORTH 74"25'06" WEST A DISTANCE OF 250.00 FEET; THENCE GO SOUTH 15'34'54" WEST A DISTANCE OF 250.00 FEET;

THENCE GO NORTH 74"25'06" WEST A DISTANCE OF 323.23 FEET TO THE POINT OF BEGINNING.

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TYPE:	BOUND	ARY SURVE	Y				
SECTIO	N 2, TOWNS	HIP- 2 - S	OUTH, R/	ANGE- 31 - WE	EST, ESCAMBI	A COUNTY	
SCALE:	1"=100'	FIELD BOOK	PAGE	CREW	FIELD DATE:	DRAWN BY:	CHECKED BY:
DATE: (07/25/16	602	47	DM	07/22/16	JSP	Bh
NO.:	DATE:	REVISIONS:					APPROVED BY:
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I HEREBI RESPONS AS SET I SURVEYO 5J-17.05	HBLE CHARGE AN FORTH BY THE F IRS & MAPPERS	THIS SURVEY WAS DO MEETS THE STI- LORIDA BOARD OF IN CHAPTER 5J-1 D SECTION 472.02	ANDARDS OF PROFESSIO 7.050, 5J-1 7, FLORIDA	PRACTICE NAL LAND 7.051 AND STATUTES.	KJP Land Plann: Frotestiond Surveyor 2820 Venkton Court	SIGNATUI RAISED LICENS ing, LLC.	F VALID WITHOUT THE ORIGINAL RE AND THE ORIGINAL SEAL OF A FLORIDA SED SURVEYOR AND MAPPER.
CORPORI	ATE NO. LB 0007 F FLORIDA	7919 7/25	715	/ \	Gulf Breeze, 32563 850-438-0202 Fax		16-16851

Certify To: Stafford Development Group, Inc., a Florida corporation First Community Bank McDonald Fleming Moorhead First American Title Insurance Company ----

F-575.51'



August 3, 2016

Fitzpatrick Engineering Attn. Mr. David Fitzpatrick 10250 N. Palafox Street Pensacola, FL 32534 David@fitzeng.com

RE: Site condition survey Parcel # 02-2S-31-3000-002-002 Saufley Pines Road

Dear Mr. Fitzpatrick:

Biome Consulting Group, LLC (Biome) has completed an assessment of the above referenced property. Our assessment was performed to ascertain the natural community types and current ecological conditions of the site. Based upon our recent site visit, we are providing you with a brief summary of the current site conditions. The site location map is identified as exhibit 1.

CURRENT LAND USE

The site is currently vacant and appears to have been most recently a sand pit. The areas that had been mined appear to have been reclaimed and stabilized and don't appear to be in active operation. The site has been significantly modified and has many invasive plant species throughout the site. The majority of the site appears to have been disturbed at some point for the use of agricultural or sand mining activities. Salted through the site we observed many sasanqua camellias, Azaleas, and Camellias that where likely remnants from the historic land use. The aerial identified as (exhibit 2) shows the current site conditions.

PAST LAND USE

We researched the historic aerials to determine what the site looked in 1958 (exhibit 3). The site appeared to have been used as a Nursery or some other agricultural use. During the site recognizance we found the remains of an old aluminum and wood framed Greenhouse. Adjacent to the Greenhouse we found several depressions that will need to be studied further for potential wetlands. Piles of soil are found throughout the site and are further evidence of the management and past land use.

VEGETATIVE COMMUNITY STRUCTURE

The site vegetation has been significantly modified and has lost much of the native ecotypes that are typically found on a site of this size. The dominant canopy consists of Longleaf pine, Water oak, darlington oak, popcorn trees, and mimosa trees. The sub canopy is a mix of native and non-native shrubs such as yaupon holly, wax

myrtle, sasanqua camellia, azalea, and camellia. The herbaceous stratum is a mix of native and non-native species such as cogon grass, wire grass, woody goldenrod, torpedo grass, and bahia grass.

ENDANGERED SPECIES HABITAT

A presence and absents review was also completed for the site. This involved the study of historic and current aerials to determine if suitable habitat could be located on the site and which areas are more likely to be populated by threatened and listed species. The historic aerials indicate that the entire site had been modified and used in some form of agricultural activity. Clear cutting and tilling are considered extreme modification to Natural ecological Community types and have severely altered the potential for listed species to be present on site. Numerous state and federal listed species have known occurrence within Escambia County. An FNAI Element Occurrence Record search was used to determine if any documented occurrences of species or their habitat are known in the vicinity of the site.

Potential element occurrences identified in the database for the subject matrix units include: Gopherus polyphemus - gopher tortoise (and commensals); Picoides borealis - red cocaded woodpecker; and numerous rare plants.

CONCLUSION

Based on our site visit, we have determined that the site is devoid of unique and pristine natural communities and suitable habitat for listed species. A full wetland study will likely be needed before a site plan is prepared. The wetland delineation will be an integral part of your submittal should you decide to proceed with the DRC assessment.

This report is intended for the sole use by the above listed addressee. Its contents may not be relied upon by other parties without the written consent of Biome Consulting Group, LLC.

This concludes our assessment of the above referenced site. If you require additional information, assistance, or clarification, please give us a call at 850-434-1935. We look forward to being of assistance to you in the future.

Sincerely, Biome Consulting Group, LLC

Sean O'Toole Ecological Consultant Partner 2066.012 Saufley Pines Road

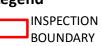
Attachment: Sketch

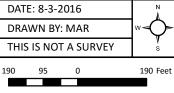




EXHIBIT 2. 2013 AERIAL SAUFLEY FIELD ROAD ESCAMBIA COUNTY PARCELS: 022S313000002002 022S313000000009

Legend



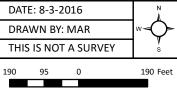






SAUFLEY FIELD ROAD ESCAMBIA COUNTY PARCELS: 022S313000002002 022S31300000009







Comprehensive Plan Large-Scale Future Land Use Map Amendment Staff Analysis

General Data

Project Name:	LSA 2016-02
Location:	5700 Block Saufley Field Rd
Parcel #s:	02-2S-31-3000-002-002
Acreage: Request:	32 (+/-) acres From Industrial (I) to Mixed-Use Suburban (MU-S)
Applicant:	David Fitzpatrick, Agent for Todd Stafford, owner
Meeting Dates:	Planning Board, September 6, 2016 BCC, October 6, 2016

Site Description and Summary of Proposed Amendment:

The applicant requests a Future Land Use (FLU) Map amendment to change the FLU category of a 32 +/- acres parcel from Industrial (I) to Mixed-Use Suburban (MU-S). The current zoning designation of the referenced parcel is Heavy Commercial and Light Industrial (HC/LI). The FLU change is proposed to allow a residential subdivision of approximately 32 dwelling units. The current zoning is HC/LI, which will require a zoning change.

A pre-application conference was held on June 22, 2016 to discuss all issues relating to a residential subdivision. The applicant will be applying for a rezoning to Medium Density Residential (MDR), which will be compatible to the proposed FLU amendment.

The subject parcel is located on the east side of East Fence Road and to the west of Saufley Field Road. The property is primarily vacant land and a portion was an abandoned sand pit. The parcel has frontage on Saufley Field Road.

The parcel to the west is designated as Public FLU, and is no longer an operational aviation training facility. All other surrounding parcels have the FLU designation of Mixed-Use Suburban.

The availability of public facilities and services for the site of a FLUM amendment requires analysis of the general demands of its proposed use. All specific level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS

will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

CP Policy INF 1.1.11 Required New Service Connection. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. Connection to ECUA's system in compliance with its requirements is the responsibility of the developer. The applicant has provided an email from ECUA stating the availability of water and sewer demand capacity. If approved, based on the operations proposed, further analysis and evaluation will be conducted during development review process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

CP Policy INF 2.1.4 Level of Service (LOS) Standards. The LOS standard for solid waste disposal will be 6 pounds per capita per day.

Analysis: The applicant provided information on solid waste disposal from ECUA. If approved, further analysis and evaluation will be conducted during the development review process. Based on population growth projections and estimated annual Class 1 municipal solid waste received, the Perdido Landfill can accommodate the development.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.

CP Policy INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

CP Policy INF 4.1.7 Level of Service (LOS) Standards. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at

the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: The subject property is within the service area of ECUA for potable water. Based on the applicant's project description and narrative, there will be a need for potable water service on-site. Applicant provided a letter from ECUA stating availability of capacity for potable water. If approved, based on the operations proposed, further analysis and evaluation will be conducted during the development review process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

CP Policy INF 3.1.6 Developer Responsibilities. Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

CP Policy INF 3.1.7 Level of Service (LOS) Standards. Stormwater management LOS will be monitored through the provisions in the LDC design standards.

Analysis: The applicant understands that other requirements and permitting through other state agencies may be required. The property is between three roadways all having drainage systems that will be analyzed and improved during development if necessary. If approved, based on the proposed development, further analysis and evaluation will be conducted during the development review process.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

Analysis:

The developer would pay all costs and construct all streets within the proposed subdivision, as well as proposed access to the development. The design and construction must comply with applicable Escambia County standards so that upon their construction the streets and accesses could be accepted for maintenance by the county. Development of the site may require the dedication of additional right-of-way for existing streets or the vacation of existing unopened rights-of-way. The traffic division had not comments regarding this FLUM amendment and further review will be conducted during the development review process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.

Analysis: The FLUM amendment application named the schools within the district and they must meet the school level of service requirement of the adopted Interlocal Agreement with Escambia County.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a FLUM amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

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

Analysis: Under the current Industrial FLU category it allows for a mix of industrial development and ancillary office and commercial uses that are not currently compatible with adjacent or nearby properties. The FLU does not allow for residential density.

The proposed Mixed-Use Suburban FLU will be more compatible with the surrounding existing neighborhoods. MU-S is intended for a mix of residential and non-residential uses while promoting compatible infill development and the separation of urban and suburban land uses. Residential density within the MU-S category is limited to 25 dwelling units per acre.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

Analysis: Based on the existing Geographical Information Systems layer and the information provided by the applicant, the subject parcel is not located within the 20 year wellhead protection area. The requirements for wellhead protection areas will be

addressed at the time of specific project submittal during the development review process; further permitting from outside agencies may be required.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.

Analysis: The applicant stated the parcel has previously gone through major excavation and he believes it hold no historical significance and therefore he has not provided any further documentation of historical significance. If necessary, further information may be requested at the time of development review.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

CP Policy CON 1.1.6 Habitat Protection. Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.

CP Policy CON 1.3.1 Stormwater Management. Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

CP Policy CON 1.3.6 Wetland Development Provisions. Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:

CP CON 1.5.4 Extraction and Reclamation Review. Escambia County will subject all new or expanded resource extraction and reclamation activities to a mandatory development review process to assess technical standards for public safety, environmental protection, and engineering design.

CP Policy CON 1.6.3 Tree Protection. Escambia County will protect trees through LDC provisions.

Analysis: Based on the National Inventory Map there appear to be no wetlands on the parcel. The requirements for wetland areas will again be addressed at the time of specific project submittal thru the development review process.

CP Objective FLU 1.3 Future Land Use Map Designations. Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

Analysis: The proposed Mixed-Use Suburban FLUM amendment will allow residential development and promote compatible infill development. It will eliminate the industrial uses, and prohibit the former pit from being reopened or opening as a recycling facility, both of which are incompatible with the surrounding FLU and zoning categories.

The Proposes Plan amendment discourages urban sprawl by incorporating a development pattern or urban form that achieves the following:

- 1. The proposed development would direct growth that will not have an adverse impact on natural resources and ecosystems.
- 2. The proposed development would efficiently promote the extension of the existing public infrastructure system while upgrades may be done to maximize the use.
- 3. The change in the FLU would allow flexibility in the mixed use land use and the residential zoning districts not currently allowed in the Industrial future land use.
- 4. The parcel of land is currently Industrial FLU and substantially surrounded by medium density residential. Changing the FLU to Mixed-Use Suburban would allow the residential need for the area.



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

- TO: Andrew Holmer, Development Services Manager Development Services Department
- FROM: Tommy Brown, Transportation Planner Transportation & Traffic Operations Division
- THRU: David Forte, Division Manager Transportation & Traffic Operations Division
- DATE: August 22, 2016
- RE: Transportation & Traffic Operations (TTO) Comments

TTO Staff has reviewed the agenda for the upcoming Planning Board meeting scheduled for September 6, 2016. Please see staff comments below:

- OSP-2016-01 No comments at this time
- LSA-2016-02 No comments at this time
- Atwood Community Redevelopment Area No comments at this time

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director Joy Blackmon, P.E., Public Works Department Director Colby Brown, P.E., Public Works Department Deputy Director



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly		
Meeting Date:		
*Name: BUDDY PAGE		
*Address: 5337 Hamilton In *City, State, Zip: Pace 3257	1	
Email Address: budpage 1 eatt. Not Phone: 2329853		
How did you hear about the rezoning case: Mail Internet Sign		
 Please indicate if you: would like to be notified of any further action related to the public hearing item. <u>do not</u> wish to speak but would like to be notified of any further action related to the public hearing item. 		
All items with an asterisk * are required.	*****	

Chamber Rules

- 1. All who wish to speak will be heard.
- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- 3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
- 4. Please keep your remarks BRIEF and FACTUAL.
- 5. Everyone will be granted uniform time to speak (normally 3 5 minutes).
- 6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
- 7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11026 BCC Regular Meeting Meeting Date: 10/06/2016 Issue: 5:48 p.m. - A Pu Amending the 2 Growth Management Report 11. 4. Public Hearing

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-01

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

5:48 p.m. - A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use Map, LSA-2016-01

That the Board of County Commissioners (BCC) review and adopt an Ordinance amending Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan, as amended, amending Chapter 7, "The Future Land Use Element," Policy FLU 1.1.1, to provide for an amendment to the 2030 Future Land Use Map, changing the Future Land Use category of a parcel within Section 11, Township 1N, Range 31W, Parcel Number 1000-004-001 totaling 60.50 (+/-) acres, located North of Beck's Lake Road, from Mixed-Use Urban (MU-U) to Industrial (I).

At the June 7, 2016, Planning Board Meeting, the Board recommended approval to the BCC for transmittal to the Department of Economic Opportunity (DEO). At the July 7, 2016, BCC Meeting, the BCC approved the transmittal to DEO.

BACKGROUND:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 60.50 +/- acres parcel, as depicted in Exhibit F, from Mixed-Use Urban (MU-U) to Industrial (I). The current zoning designation of the referenced parcel is Heavy Commercial-Light Industrial (HC/LI). The FLU change is proposed to allow for the operation of a borrow pit.

The subject parcel is located North of Beck's Lake Road, adjacent to the active CSX railroad track to the west. The property is primarily vacant woodland containing areas of jurisdictional wetlands.

There is a mixture of FLU categories within the surrounding area; just north of the site there is 14-lot residential development, Leonard subdivision, with a Mixed-Use Suburban (MU-S) FLU designation. The adjacent parcel to the east, also owned by the applicant, is approximately 126+/- acres, under the MU-U FLU designation. Across Beck's Lake Road to the south, the applicant owns multiple parcels totaling 53 +/- acres under the

Industrial FLU category. Across U.S. Highway 29 to the west, there is a golf course on a 68 +/- acres parcel of land owned by the International Paper Company with a MU-S FLU category; just south of Muscogee Road there is a 438 +/- acres parcel accommodating an industrial facility owned by the International Paper Company.

The parcel was part of the total acreage for an approved Large Scale Future Land Use Map amendment of 188.61 +/- acres from MU-S to MU-U, (CPA 2012-01). The current applicant has received Conditional Use approval, (CU-2016-04, 20 April, 2016), from the Board of Adjustments for operation of a borrow pit in HC/LI zoning.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Future Land Use Map, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the 2030 Future Land Use Map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Draft Ordinance
Clean Ordinance
Working Case File

Attachments

LEGAL REVIEW

Document: LSA-2016-01 Bec	ck's Lake	
Date: 5/3/2016		
Date requested back by:	5/9/16	
Requested by:		
Phone Number:		
(LEGAL USE ONLY)		
Legal Review by Meredit	h Crawford	
Date Received: 5/3/10		
Approved as to fo	orm and legal sufficiency. 5	9/16
Not approved.		
Make subject to le	egal signoff.	

Additional comments:

1	ORDINANCE NUMBER 2016
2 3 4 5 6 7 8 9 10 11 12 13 14 15	AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 11, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1000-004-001 TOTALING 60.50 (+/-) ACRES, LOCATED NORTH OF BECK'S LAKE ROAD, FROM MIXED USE URBAN (MU-U) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
16 17	WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and
18 19 20 21 22	WHEREAS, Chapter 125, Florida Statutes, empowers the Board of County Commissioners of Escambia County, Florida to prepare, amend and enforce comprehensive plans for the development of the County; and
23 24 25	WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and
26 27 28	WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;
29 30 31	NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:
32 33	Section 1. Purpose and Intent
34 35 36 37 38	This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.
39	Section 2. Title of Comprehensive Plan Amendment
40 41 42 42	This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2016-01."
43 44 45	Section 3. Changes to the 2030 Future Land Use Map
40	BCC: 10-06-16 Page 1

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan: 2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

A parcel within Section 11, Township 1N, Range 31W, parcel number
1000-004-001 and totaling 60.50 (+/-) acres, located North of Beck's Lake
Road, as more particularly described in the Boundary Survey description
produced by E. Wayne Parker, registered land surveyor from Merrill
Parker & Shaw, Inc, dated 1/21/15, attached as Exhibit F, from Mixed Use
Urban (MU-U) to Industrial (I).

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14 Section 4. Severability

15

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

20 Section 5. Inclusion in the Code

21

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

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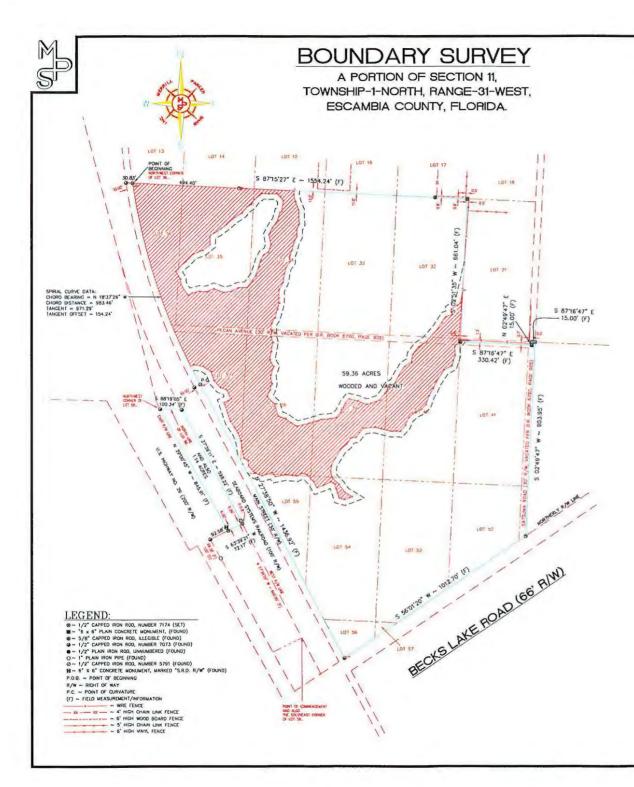
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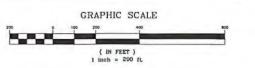
BCC: 10-06-16 Re: LSA-2016-01 Draft 1

3 Section 6. Effective Date

1 2

4 5 Pursuant to Section 163.3184(3)(c)(4), Florida Statutes, this Ordinance shall not become effective until 31 days after the Department of Economic Opportunity notifies 6 7 Escambia County that the plan amendment package is complete. If timely challenged, this Ordinance shall not become effective until the Department of Economic Opportunity 8 or the Administration Commission enters a final order determining the Ordinance to be 9 10 in compliance. 11 DONE AND ENACTED this _____ day of _____, 2016. 12 13 BOARD OF COUNTY COMMISSIONERS 14 OF ESCAMBIA COUNTY, FLORIDA 15 16 17 By: _ 18 Grover C. Robinson, IV, Chairman 19 **PAM CHILDERS** 20 ATTEST: CLERK OF THE CIRCUIT COURT 21 22 23 By: 24 **Deputy Clerk** 25 26 (SEAL) 27 28 29 ENACTED: FILED WITH THE DEPARTMENT OF STATE: 30 EFFECTIVE DATE: 31





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NO.

INC

SHAW.

PARKER

MERRIL

THE HOL

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478-4 \$ 478-1 7174

FAX: (850) +

SACOLA, FL 32503 FLORIDA CORP.

4928 PENS

SECTION 11, RANGE-31-WEST,

A PORTION OF TOWNSHIP-1-NORTH,

FLORIDA. NORTHWEST

COUNTY. SP

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RATION

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1/2/15

DATE: 11

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0 DATE 2

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LX H

DESCRIPTION: PREPARED BY MERRIL PARKER SHAW, MC DESCRIPTION: PREPARED BY MERRILL PARKER SHAW, INC.



AND ALSO

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SURVEYOR'S NOTES

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CERTIFIED TO:

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MERRILL PARKER SHAW, INC. 4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. WAYNE PARKER, REGISTERED LAND SURVEYOR REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174 STATE OF FLORIDA

ORDINANCE NUMBER 2016-____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, AMENDING PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; AMENDING CHAPTER 7, "THE FUTURE LAND USE ELEMENT," POLICY FLU 1.1.1, TO PROVIDE FOR AN AMENDMENT TO THE 2030 FUTURE LAND USE MAP, CHANGING THE FUTURE LAND USE CATEGORY OF A PARCEL WITHIN SECTION 11, TOWNSHIP 1N, RANGE 31W, PARCEL NUMBER 1000-004-001 TOTALING 60.50 (+/-) ACRES, LOCATED NORTH OF BECK'S LAKE ROAD, FROM MIXED USE URBAN (MU-U) TO INDUSTRIAL (I); PROVIDING FOR A TITLE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, Escambia County adopted its Comprehensive Plan on April 29, 2014; and

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

WHEREAS, the Escambia County Planning Board conducted a public hearing and forwarded a recommendation to the Board of County Commissioners to approve changes (amendments) to the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this amendment is in the best interest of the County and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Escambia County, Florida, as follows:

Section 1. Purpose and Intent

This Ordinance is enacted to carry out the purpose and intent of, and exercise the authority set out in, the Community Planning Act, Sections 163.3161 through 163.3215, Florida Statutes.

Section 2. Title of Comprehensive Plan Amendment

This Comprehensive Plan amendment shall be entitled – "Large Scale Amendment 2016-01."

Section 3. Changes to the 2030 Future Land Use Map

The 2030 Future Land Use Map, as adopted by reference and codified in Part II of the Escambia County Code of Ordinances, the Escambia County Comprehensive Plan:

2030, as amended; Chapter 7, "Future Land Use Element," Policy FLU 1.1.1; and all notations, references and information shown thereon, is further amended to include the following future land use changes:

A parcel within Section 11, Township 1N, Range 31W, parcel number 1000-004-001 and totaling 60.50 (+/-) acres, located North of Beck's Lake Road, as more particularly described in the Boundary Survey description produced by E. Wayne Parker, registered land surveyor from Merrill Parker & Shaw, Inc, dated 1/21/15, attached as Exhibit F, from Mixed Use Urban (MU-U) to Industrial (I).

Section 4. Severability

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

Section 5. Inclusion in the Code

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

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

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

DONE AND ENACTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

By: ____

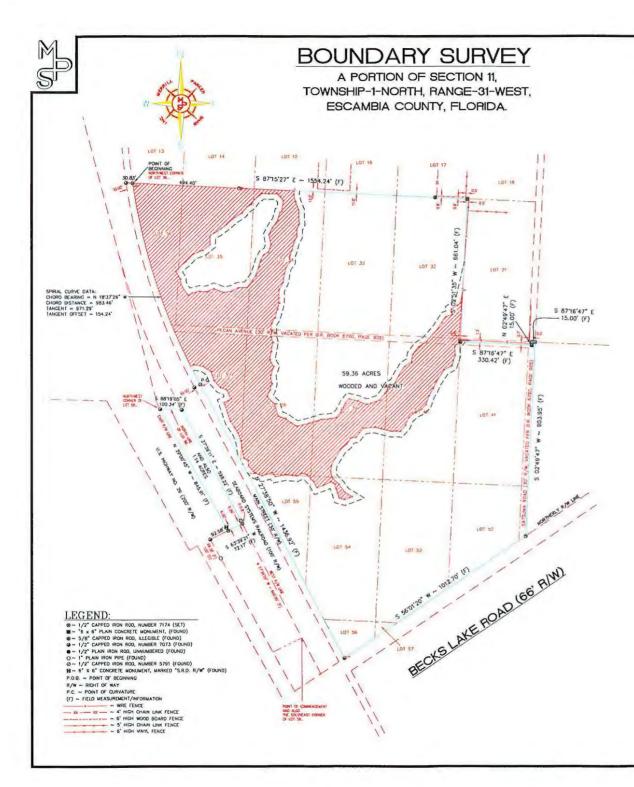
Grover C. Robinson, IV, Chairman

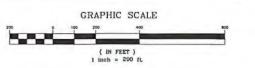
ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT

By: _____ Deputy Clerk

(SEAL)

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





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INC

SHAW.

PARKER

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FAX: (850) +

SACOLA, FL 32503 FLORIDA CORP.

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DESCRIPTION: PREPARED BY MERRIL PARKER SHAW, MC DESCRIPTION: PREPARED BY MERRILL PARKER SHAW, INC.



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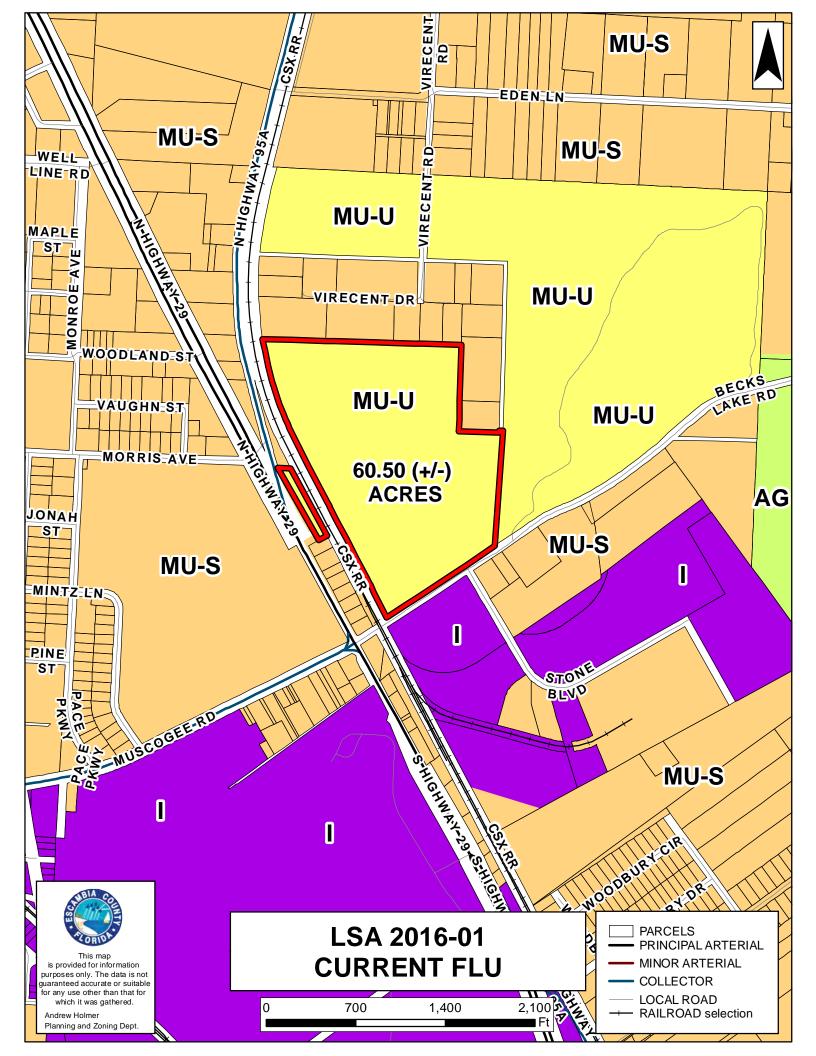
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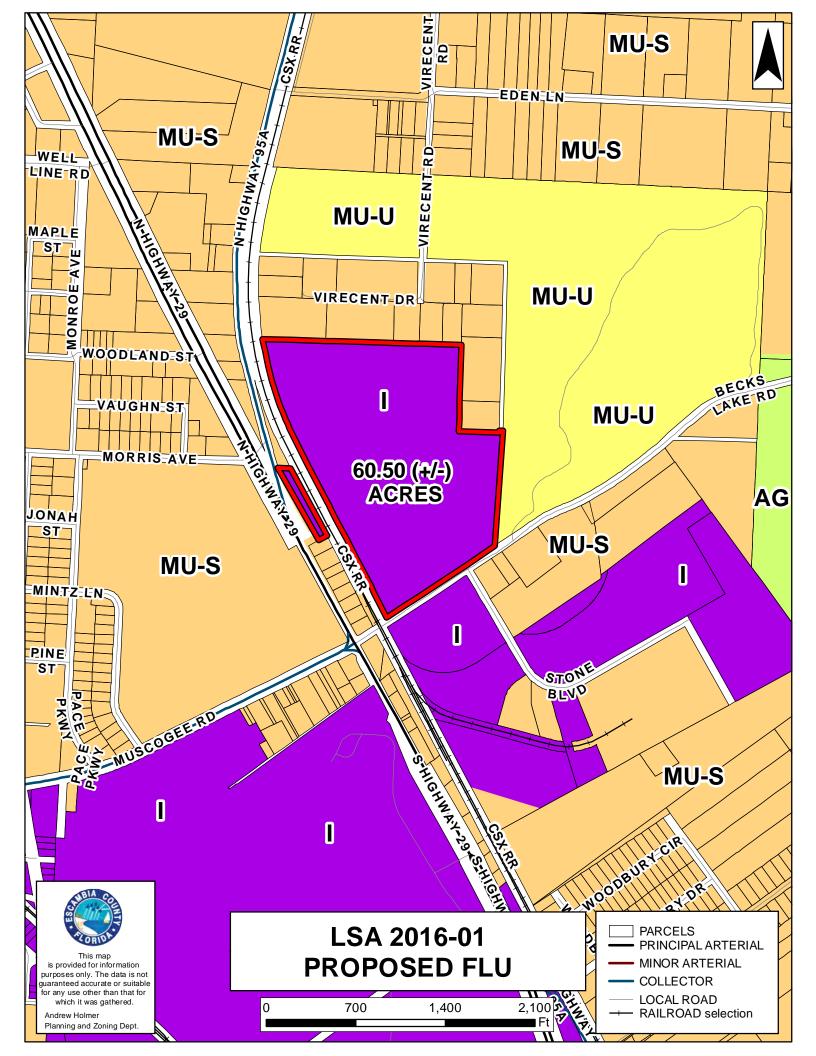
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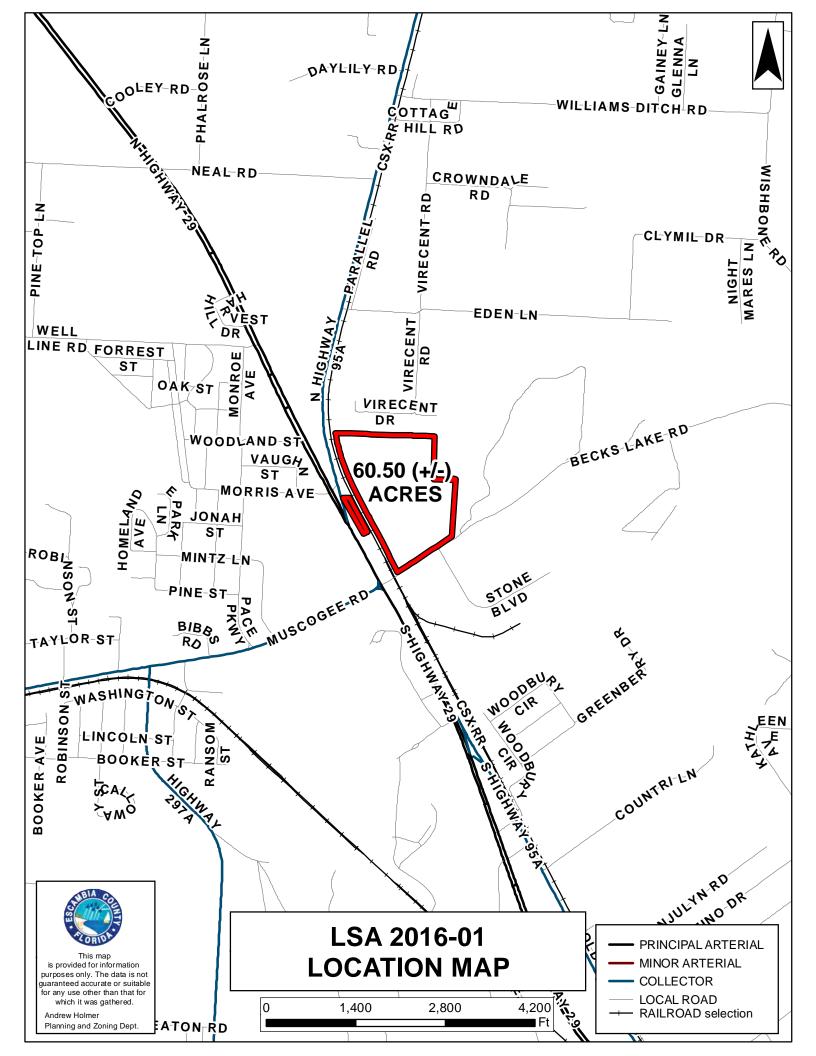
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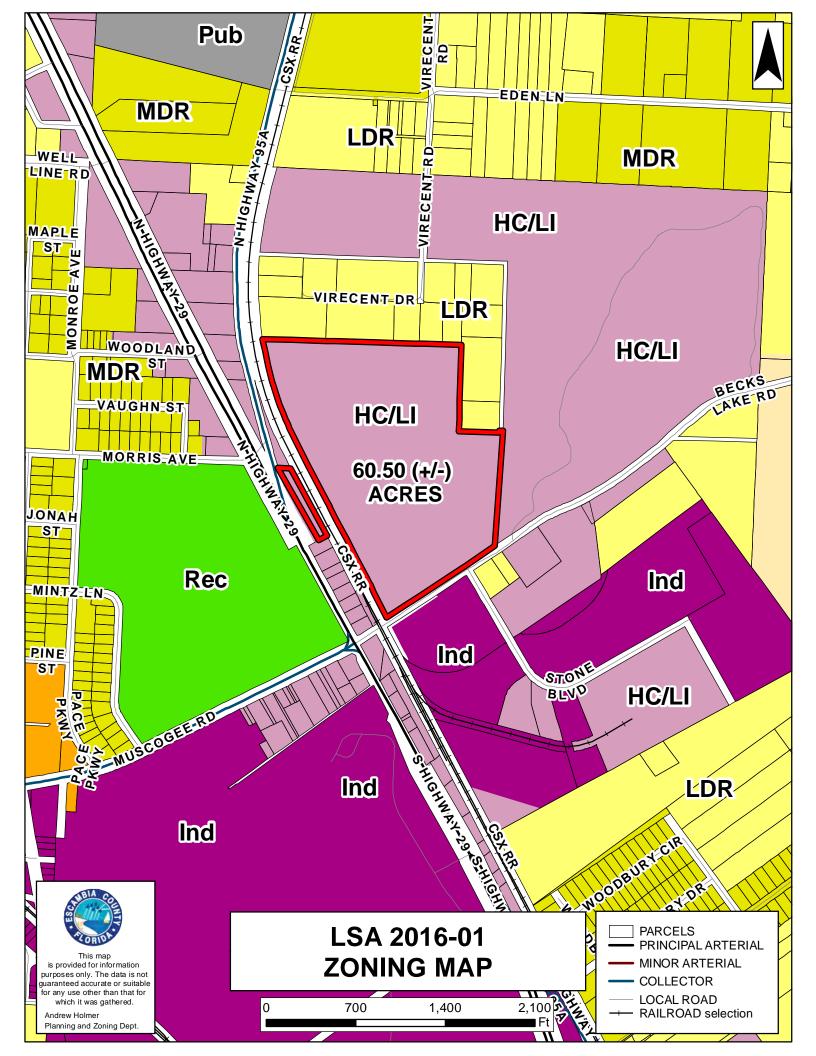
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LSA-2016-01









Comprehensive Plan Large-Scale Future Land Use Map Amendment Staff Analysis

General Data

Project Name:	LSA 2016-01 – Beck's Lake	
Location:	Beck's Lake Road	
Parcel #s:	11-1N-31-1000-004-001	
Acreage: Request:	60.50 (+/-) acres From Mixed-Use Urban (MU-U) to Industrial (I)	
Agent:	R. Todd Harris, Agent for Black Gold of Northwest Florida, Inc.	
Meeting Dates:	Planning Board, June 7, 2016 BCC, July 7, 2016	

Site Description and Summary of Proposed Amendment:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 60.50 +/- acres parcel, as depicted in Exhibit F, from Mixed-Use Urban (MU-U) to Industrial (I). The current zoning designation of the referenced parcel is Heavy Commercial-Light Industrial (HC/LI). The FLU change is proposed to allow for the operation of a borrow pit.

The subject parcel is located North of Beck's Lake Road, adjacent to the active CSX railroad track to the West. The property is primarily vacant woodland containing areas of jurisdictional wetlands.

There is a mixture of FLU categories within the surrounding area; just north of the site there is 14-lot residential development, Leonard subdivision, with a Mixed-Use Suburban (MU-S) FLU designation. The adjacent parcel to the East, also owned by the applicant, is approximately 126+/- acres, under the MU-U FLU designation. Across Beck's Lake Road to the South, the applicant owns multiple parcels totaling 53 +/- acres under the Industrial FLU category. Across U.S. Highway 29 to the West, there is a golf course on a 68 +/- acres parcel of land owned by the International Paper Company with a MU-S FLU category; just south of Muscogee Road there is a 438 +/- acres parcel accommodating an industrial facility owned by the International Paper Company.

The parcel was part of the total acreage for an approved Large Scale Future Land Use Map amendment of 188.61 +/- acres from MU-S to MU-U, (CPA 2012-01). The current applicant has received Conditional Use approval, (CU-2016-04, April 20, 2016), from the Board of Adjustments for operation of a borrow pit in HC/LI zoning.

Analysis of Availability of Facilities and Services:

The availability of public facilities and services for the site of a Future Land Use map amendment requires analysis of the general demands of its proposed use. All specific

level of service (LOS) standards established by Escambia County are evaluated for compliance during the review processes prescribed by the LDC for approval of proposed development.

Sanitary Sewer Service.

CP Policy INF 1.1.7 Level of Service (LOS) Standards. Average LOS standard for wastewater service is 210 gallons per residential connection per day, and the peak LOS will be 350 gallons per residential connection per day. For nonresidential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC), as may be recalculated by the service provider from time to time, and on the size of the nonresidential water meter. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

CP Policy INF 1.1.11 Required New Service Connection. All new structures intended for human occupancy will connect to the ECUA wastewater system unless ECUA has determined that it is not feasible to provide wastewater service to the proposed structures. Those structures not required to connect to the ECUA wastewater system will not be issued a building permit until the applicant has obtained the appropriate permit from the Health Department.

Analysis: The subject property is within the service area of the Emerald Coast Utility Authority (ECUA) for sanitary sewer. Connection to ECUA's system in compliance with its requirements is the responsibility of the developer. The application indicates that due to the nature of the operations, there will be no on-site need for sanitary sewer at this time. The applicant has provided with the application a letter from ECUA stating the availability of water and sewer demand capacity, (Exhibit 1). If approved, based on the operations proposed, further analysis and evaluation will be conducted during the Site Plan Review process.

Solid Waste Disposal.

CP Policy INF 2.1.2 Perdido Landfill Operation. Escambia County will provide and operate the Perdido Landfill so as to accommodate the municipal solid waste disposal needs of the entire County.

CP Policy INF 2.1.4 Level of Service (LOS) Standards. The LOS standard for solid waste disposal will be 6 pounds per capita per day.

Analysis: Based on the applicant's project description and narrative, there will be no municipal solid waste disposal on-site. If approved, based on the operations proposed, further analysis and evaluation will be conducted during the Site Plan Review process.

Potable Water Service.

CP Policy INF 4.1.4 Concurrency Management. Escambia County will ensure the provision of potable water facilities concurrent with the demand for such facilities but no later than the certificate of occupancy, as created by development or redevelopment through the implementation of the Concurrency Management System.

CP Policy INF 4.1.6 Developer Responsibility. The cost of water line extensions made necessary by new development will be the responsibility of the developer unless otherwise funded by the service provider.

CP Policy INF 4.1.7 Level of Service (LOS) Standards. The LOS standard for potable water service within Escambia County will be 250 gallons per residential connection per day. For non-residential uses, the LOS requirements will be based upon an Equivalent Residential Connection (ERC) to be calculated by the service provider at the time of application. Escambia County will continue to work with the water providers to ensure that adequate capacity is available.

Analysis: The subject property is within the service area of ECUA for potable water. Based on the applicant's project description and narrative, there will not be a need for potable water service on-site. Applicant provided a letter from ECUA stating availability of capacity for potable water, (Exhibit 1). If approved, based on the operations proposed, further analysis and evaluation will be conducted during the Site Plan Review process.

Stormwater Management.

CP Policy INF 3.1.5 Concurrency Management. Escambia County will ensure the provision of stormwater management facilities concurrent with the demand for such facilities as created by development or redevelopment through implementation of the Concurrency Management System.

CP Policy INF 3.1.6 Developer Responsibilities. Installation of stormwater management facilities made necessary by new development will be the responsibility of the developer.

CP Policy INF 3.1.7 Level of Service (LOS) Standards. Stormwater management LOS will be monitored through the provisions in the LDC design standards.

Analysis: The applicant has documented and understands the requirements for stormwater management. The applicant acknowledges that separate requirements and permitting thru other state agencies such as the Northwest Florida Water Management District may be required. If approved, based on the proposed operations, further analysis and evaluation will be conducted during the Site Plan Review process.

Streets and Access.

CP Policy MOB 1.1.1 Level of Service (LOS) Standards. Levels of Service (LOS) will be used to evaluate facility capacity. Escambia County will adopt LOS standards for all roadways as indicated in the LDC. The standards for SIS facilities may be revised based on changes to the federal classification of these roadways. These standards are not regulatory but provide a basis by which the County may monitor congestion and coordinate needed improvements with FDOT.

Analysis: The following language is from an excerpt from the interoffice memorandum comments provided by the County's Transportation and Traffic Operations Division staff:

LSA 2016-01 – Due to the planned manufacturing campus known as The Bluffs a change in the functional classification to Becks Lake Road may occur. If Becks Lake Rd is classified as a collector road, then an additional seven feet of right-of-way will be requested to be donated to the county from this parcel. If an arterial classification is required the seventeen feet of right-of-way will be requested to be donated to the county from this parcel. If an arterial classification is collector or arterial roadway. The other half of the required right-of-way needed for a collector or arterial roadway. The other half will be requested from parcels on the opposite side of Becks Lake Rd. Determination of right-of-way requirements will be during development review process. Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

Public School Facilities.

CP Policy ICE 1.3.1 Interlocal Agreement for Public School Facility Planning. In cooperation with the School Board and the local governments within Escambia County, the County will implement the Interlocal Agreement for Public School Facility Planning (herein Interlocal Agreement) that establishes procedures for coordination and sharing of information, planning processes, and implementation.

Analysis: The Industrial FLU does not allow for residential densities. The applicant stated that no residential uses are proposed, therefore there will be no impact to the school system.

Analysis of Suitability of Amendment for Proposed Use:

The suitability of a Future Land Use map amendment for its proposed use requires an analysis of the characteristics of the site and its resources relative to Comprehensive Plan (CP) goals, objectives, and policies. For these purposes, suitability is the degree to which the existing characteristics and limitations of land and water are compatible with the proposed use or development. Compliance with specific regulations and standards established by Escambia County, including those for public facilities and services, are evaluated during the development review processes prescribed by the LDC for approval of proposed development.

Impact on Land Use.

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

Analysis: The current MU-U FLU is intended for an intense mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses within the category as a whole. Range of Allowable Uses includes residential, retail and services, professional office, light industrial, recreational facilities, public and civic. Residential density is limited to twenty five dwelling units per acre. The proposed Industrial FLU is intended for a mix of industrial development and ancillary office and commercial uses that are deemed to be compatible with adjacent or nearby properties. Industrial areas shall facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. Range of Allowable Uses includes light to intensive industrial, ancillary retail and office. No new residential development is allowed. The Residential Maximum Density is none. The Non-Residential Maximum Intensity is 1.0 Floor Area Ratio (FAR).

Approval of the amendment would eliminate residential uses from among the range of allowable uses on the subject site and increase the rate of intensity for industrial activities; the retail services and office uses would remain unchanged.

Impact on Wellheads.

CP Policy CON 1.4.1 Wellhead Protection. Escambia County will provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions will establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

Analysis: Based on the existing Geographical Information Systems layer, the subject parcel is partially located within the 20 year wellhead protection area. The applicant has provided a memorandum from CDM Smith, a consulting engineering company, summarizing the results for a ECUA tasked analysis of the seven and 20-year wellhead protection areas with delineations, (Exhibit 3), addressing the wellhead protection areas for Escambia County, (Exhibits 5 and 7). The applicant has also provided results for a preliminary geotechnical engineering evaluation on-site, preformed by Nova Engineering and Environmental, dated November 30, 2015 (Exhibit 9). The requirements for wellhead protection areas will again be addressed at the time of specific project submittal thru the Development Review process; further permitting from outside agencies may be required.

Impact on Historically Significant Sites.

CP Policy FLU 1.2.1 State Assistance. Escambia County will utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County and will utilize guidance, direction, and technical assistance received from this agency.

Analysis: The FLU amendment application includes a response letter and map (Exhibit 4), to a record search request indicating that the Florida Master Site File, the state's official inventory of historical and cultural resources maintained by the Florida Department of State. The site ES 3738 on the map represents the Alabama & Florida railroad that runs adjacent to westerly boundary of the parcel. Development of the site remains subject to LDC provisions in Chapter 4, Article 6, Historical and Archeological Resources, requiring the cessation of construction or other development activities should archaeological or historical artifacts or resources be discovered until a determination of significance is completed.

Impact on the Natural Environment.

CP Policy CON 1.1.2 Wetland and Habitat Indicators. Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval.

CP Policy CON 1.1.6 Habitat Protection. Escambia County will coordinate with the FDEP, FFWCC, and other state or federal agencies so as to provide the fullest protection to marine or wildlife habitats that may be impacted by existing or proposed development within the County.

CP Policy CON 1.3.1 Stormwater Management. Escambia County will protect surface water quality by implementing the stormwater management policies of the Infrastructure Element to improve existing stormwater management systems and ensure the provision of stormwater management facilities concurrent with the demand for such facilities.

CP Policy CON 1.3.6 Wetland Development Provisions. Development in wetlands will not be allowed unless sufficient uplands do not exist to avoid a taking. In this case, development in wetlands will be restricted to allow residential density uses as indicated by the LDC:

CP CON 1.5.4 Extraction and Reclamation Review. Escambia County will subject all new or expanded resource extraction and reclamation activities to a mandatory development review process to assess technical standards for public safety, environmental protection, and engineering design.

CP Policy CON 1.6.3 Tree Protection. Escambia County will protect trees through LDC provisions.

Analysis: The FLU amendment application includes a wetland sketch, (Exhibit 6), also an Environmental Site Conditions Survey, prepared by Wetland Sciences, Inc. dated, April 29, 2016, (Exhibit 7). If the FLU change is approved, the new proposed activities on site will be reviewed and approved by appropriate agencies, as designated by the Land Development Code.

CP Objective FLU 1.3 Future Land Use Map Designations. Designate land uses on the FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

Analysis: Based on the application documents, the materials extracted from the site will be transported directly to the parcel across to the south on Beck's Lake, to process at the existing asphalt plant. The area's optimal location for commercial and industrial operations is highlighted by the historical development of sites requiring immediate access to the existing roadway and railway transportation infrastructure, available within this area of the County. The proposed location would encourage compact development, by utilizing a site that is adjacent to operations that are compatible in character and intensity to the proposed project thus facilitating continued industrial operations within the County.



BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

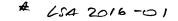
- TO: Andrew Holmer, Development Services Manager Development Services Department
- FROM: Tommy Brown, Transportation Planner Transportation & Traffic Operations Division
- THRU: David Forte, Division Manager Transportation & Traffic Operations Division
- DATE: May 3, 2016
- RE: Transportation & Traffic Operations (TTO) Comments

TTO Staff has reviewed the future land use map amendment case for the upcoming Escambia County Planning Board Quasi-Judicial Hearing. Please see comments below:

 LSA 2016-01 – Due to the planned manufacturing campus known as The Bluffs a change in the functional classification to Becks Lake Road may occur. If Becks Lake Rd is classified as a collector road, then an additional seven feet of right-of-way will be requested to be donated to the county from this parcel. If an arterial classification is required the seventeen feet of right-of-way will be requested to be donated to the county from this parcel. The amount requested is half of the required right-of-way needed for a collector or arterial roadway. The other half will be requested from parcels on the opposite side of Becks Lake Rd. Determination of right-of-way requirements will be during development review process.

Please note that TTO's review is solely based off the application submittal packet, so the comments above hold no bearing on future TTO comments during the Development Review process.

cc: Horace Jones, Development Services Department Director Joy Blackmon, P.E., Public Works Department Director Colby Brown, P.E., Public Works Department Deputy Director



FUTURE LAND USE MAP AMENDMENT APPLICATION

CHECKLIST

- Α U1. **Owner(s) Name, Home Address and Telephone Number. An** email address is optional (see form herein).
- G **2**(1) Letter of request, including reason(s) for map amendment and desired future land use category
- В 93. Notarized Affidavit of Ownership and Authorization (form herein)
- С **د⁄4**. Notarized Affidavit of Ownership and Limited Power of Attorney (form herein) if agent will act in owner's behalf
- 05 D **Concurrency Determination Acknowledgement (form herein)**
- Ε V6. **Proof of Ownership (Copy of Warranty Deed or Tax Notice)** - Also need copy of Contract for Sale if the change of ownership has not yet been recorded.
 - G-8 7. Street Map depicting general property location
- F 128. Legal Description of exact property area proposed for a future land use map amendment, including:

 - Street Address
 - Boundary Survey
 - **Total acreage requested for amendment**
 - Х Land Use Map Amendment Application fee 9.
- G **لاس**. Complete Data and Analysis (See applicable page herein)

FUTURE LAND USE MAP AMENDMENT APPLICATION

(THIS SECTION FOR OF	FICE USE ONLY):			
TYPE OF REQUEST: SI	MALL SCALE FLU A ARGE SCALE FLU A		X	_
Current FLU: <u>HU-U</u> D	esired FLU: $\underline{\mathcal{I}}$	Zoning: <u>///</u>	Taken by:	Hanna
Planning Board Public	-learing, date(s):	7 JUNE		
BCC Public Hearing, pr	oposed date(s):	July.		
Fees Paid	Receipt #		Date:	
OWNER'S NAME AND H ESCAMBIA COUNTY, FI Name: Black Gold of No	<u>-</u>		IBLIC RECORI	DS OF
Address: 106 STONE B		-		
City: Cantonment		State:	Zip Code:	32533
Telephone: ((850) 91				
Email:				
DESCRIPTION OF PRO	PERTY:			
Street address: 200 bloc	k of Beck's Lake Rd,	Cantonment, FL,	32533	
Subdivision: N/A				
Property reference numb	er: Section $_^{11}$	Township	1N Rang	je31
	Parcel 1000	Lot _004	Block _	001
Size of Property (acres)	60.32 +/-			

EXHIBIT "A"

AFFIDAVIT OF OWNERSHIP AND AUTHORIZATION FOR FUTURE LAND USE CHANGE REQUEST

By my signature, I hereby certify that:

- I am duly qualified as owner or authorized agent to make such application, this application is of my own choosing, and staff has explained all procedures relating to this request; and
- 2) All information given is accurate to the best of my knowledge and belief, and I understand that deliberate misrepresentation of such information will be grounds for denial or reversal of this application and/or revocation of any approval based upon this application; and
- 3) I understand there are no guarantees as to the outcome of this request, the application fee is non-refundable; and
- 4) The signatory below will be held responsible for the balance of any advertising fees associated with required public hearings for this amendment request (Payment due within 90 days of invoice date) or future planning and zoning applications will not be accepted; and
- 5) I authorize County Staff to enter upon the property referenced herein at any reasonable time for purposes of site inspection; and

6) 1 authorize placement of a public notice sign(s) on the property referenced herein at a
Ody L. Rauson 04/28/14
Signature (Property Owner) Printed Name Date
Printed Name Date Date R. Todal Harris 5/2/16
Signature (Agent's Name (or owner if representing oneself) Printed Name Date
Address: Sent TIG S. Palafox St
City: <u>Ansacola</u> State: <u>Fl</u> Zip: <u>32507</u>
Telephone (850) 202 - 852 Fax # ()
Email: rtharris@puscale-law.com
STATE OF FLORIAN
The forgoing instrument was acknowledged before me this 2^{nd} day of May , year of $30(6)$ by, <u>R. Todd Harris</u> who () did () did not take an oath. He/she is () personally known to me, () produced current Florida/Other driver's license, and/or ()
He/she is () personally known to me, () produced current Florida/Other driver's license, and/or () produced current.
Signature of Notary Public Date Tanya Andrucz K Vaughh Printed Name of Notary
My Commission Expires $3.30.2017$ Commission No. FF 001182 (Notary seal must be affixed)
TANYA ANDRUCZK VAUGHN MY COMMISSION # FF 001182 EXPIRES: March 30, 2017 Bonded Thru Notary Public Underwriters

AFFIDAVIT OF OWNERSHIP AND LIMITED POWER OF ATTORNEY

As owner of the property located at, 200 block Beck's Lake Rd,
Pensacola, Florida, Property Reference Number(s) 11-1N-31-1000-004-001
I hereby designate R. Todd Harris, for the sole purpose of completing this application
and making a presentation to the Planning Board, sitting as the Local Planning Agency, and the
Board of County Commissioners, to request a change in the Future Land Use on the above
referenced property.
This Limited Power of Attorney is granted on this 78 day of Arri , the year of
zolu, and is effective until the Board of County Commissioners has rendered a decision on
this request and any appeal period has expired. The owner reserves the right to rescind this
Limited Power of Attorney at any time with a written, notarized notice to the Planning and
Engineering Department. Signature of Property Owner Signature of Agent Date Date Date Date Date Printed Name of Property Owner 5/2/16 Printed Name of Agent Printed Name of Agent
STATE OF Florida
COUNTY OF Escambiq
The foregoing instrument was acknowledged before me this 28 day of $Apr. 7$, year of $28/6$, by Cody Rawsen who () did (A) did not take an
oath. He/she is (Kpersonally known to me, () produced current Florida/Other driver's license,
and/or () produced current as
identification.
4.28.16 Darrin Johnsons
Signature of Notary Public Date Printed Name of Notary Public
Commission Number ONMISSION SOLE EE1937 My Commission Expires 8/19/16
(Notary seal must be affixed) 音景
EXHIBIT "C"

FUTURE LAND USE MAP AMENDMENT APPLICATION CONCURRENCY DETERMINATION ACKNOWLEDGMENT Project name:

Black Gold Future Land Use Change (I)

Property reference #: Section 11 Township 1N Range 31

Parcel # 1000-004-001

Project Address:

200 block Beck's Lake Road

I/We acknowledge and agree that no future development permit (other than a rezoning/reclassification) shall be approved for the subject parcel(s) prior to the issuance of a certificate of concurrency for such proposed development based on the densities and intensities contained within such future development permit application.

I/We also acknowledge and agree that no development permit or order (other than a rezoning /reclassification) will be issued at that time unless at least one of the concurrency management system standards is met as contained in the Escambia County Code of Ordinances, Part II, Section 6.04, namely:

- The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are the subject of a binding executed contract for the construction of the facilities or the provision of services at the time the development permit is issued. NOTE: This provision only relates to parks and recreation facilities and roads. The LDC will include a requirement that the provision or construction of the facility or service must commence within one (1) year of the Development Order or Permit; or
- (5) The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.320, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes. Any such agreement shall include provisions pursuant to paragraphs 1, 2, or 3 above.
- (6) The necessary facilities needed to serve new development are in place or under actual construction no more than three (3) years after issuance, by the County, of a certificate of occupancy or its functional equivalent. NOTE: This provision only relates to roads.

I HEREBY ACKNOWLEDGE THAT I	HAVE READ, UNDERSTAND AND AGREE WITH THE
ABOVE STATEMENT ON THIS 2	8 DAY OF, 2016
CK	Cody L. Rawson
Owner's signature	Owner's name (print)
Agent's signature	Agent's name (print)
	EXHIBIT "D"

Recorded in Public Records 02/04/2015 at 09:10 AM OR Book 7294 Page 1861, Instrument #2015008632, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$1870.40

• • .•

Prepared By & Return to: Ashley Lontini, as an employeo of Clear Title of Northwest Florida, LLC 2115 W. Nine Mile Road, Sto. 15, Pensacola, Florida 32502 File Number: PEN-14-8590 Parcel ID #: 111N31-1000-001-001 and 111N31-1000-002-001

SPECIAL WARRANTY DEED

This WARRANTY DEED, dated this 27 day of 42015, by Figure 8 (Florida), LLC, a Florida limited liability company whose post office address is 9995 Gato Partway N, Suite 330, Jacksonville, FL 32246, hereinafter called the Grantor, to Elack Gold of Northwest Florida, LLC, a Florida timited liability company, whose post office address is 106 Stone Blvd., Cantoment, Florida 32333, hereinafter called the Granto (Wherever used herein the terms "Grantor" and "Grantoe" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, relaxesc, conveys and confirms unto the Grantee, all that certain land situated in Santa Rosa County, Florida, viz:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities; if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise apportaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

IN WITNESS WHEREOF, Grantor Hereby covenants with said Grantoe that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes and assessments for the year 2012 and subsequent years. That it hereby fully warrants the tile to said land an will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

> Figure 8 (Florida), LLC, a Florida limited liability company By: Figure 8 Partners, LP, a Delaware limited partnership By: Figure 8 GP, LLC, a Delaware limited liability

company, its gover parter By: M. Ashion Hudson, president

M. Ashton Hudson, as president of and on behalf of Figure 8 GP, LLC, a Delaware limited liability company, general partners of Figure 8 Partners, LP, a Delaware limited partnership, manager of Figure 8 (Florida), LLC, a Florida limited liability company

EXHIBIT "E"

.

• •

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES: Signature: WATDEUW Printed name: KATNELIVE WIT	Danie Signature: Jennifer H=
State of FLORIDA	County of DIAVAL

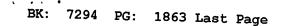
. . .

THE FOREGOING INSTRUMENT was acknowledged before me this 24 day of January, 2015, by M. Asthon Hudson, president and on behalf of Figure 8 GP, LLC, a Delaware limited liability company, as General Partner of Figure 8 Partners, LP, a Delaware partnership as manager of Figure 8 (Florida), LLC, a Florida limited liability company.

KANDELLA Notary Public Signature:

_____Porsenally Known OR _____Produced Identification type of Identification Produced __

Notary Public State of Florids Katherine Moore McDaniel W Connisson Ecorsess Expires 0320/2015



<u>EXHIBIT "A"</u>

. .

BEGINNING AT A 1/2" CAPPED IRON ROD, NUMBER 7174, MARKING THE NORTHWEST CORNER BEGINNING AT A 12" CAPPED IKON ROD, NUMBER /1/4, MARKING THE NORTHWEST CORNER OF LOT 36, LEONARD TRACKS SUBDIVISION, AS RECORDED IN DEED BOOK 100, AT PAGE 171, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 87 DEGREES 16 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF LOTS 36, 35, 34, 33 AND 32, OF 15 MINUTES 27 SECONDS EAST ALONG THE NORTH LINE OF LOTS 38, 39, 34, 35 AND 32, OF SAID SUBDIVISION FOR A DISTANCE OF 1554,24 FEET TO 6" X 6" PLAIN CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF LOT 32, OF SAID SUBDIVISION; THENCE GO SOUTH 02 DEGREES 51 MINUTES 35 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 32, FOR A DISTANCE OF 681.04 FEET TO A 6" X 6" PLAIN CONCRETE MONUMENT, SAID POINT BEING ON THE CENTERLINE OF PECAN AVENUE (30' VACATED R/W); THENCE GO SOUTH 87 DEGREES 16 MINUTES 47 SECONDS EAST ALONG SAID CENTERLINE FOR A DISTANCE OF 330.42 FEET TO AN INTERSECTION WITH THE CENTERLINE OF SATSUMA ROAD (30' VACATED R/W), SAID POINT BEING A 6" X 6" CONCRETE MONUMENT; THENCE GO NORTH 02 DEGREES 49 MINUTES 47 SECONDS EAST ALONG SAID CENTERLINE OF SATSUMA ROAD FOR A DISTANCE OF 15.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF PECAN AVENUE; THENCE GO SOUTH 87 DEGREES 16 MINUTES 47 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE OF PECAN AVENUE FOR A DISTANCE OF 15.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SATSUMA ROAD; THENCE GO SOUTH 02 DEGREES 49 MINUTES 47 SECONDS WEST ALONG SAID EAST RIGHT OF WAY LINE OF SATSUMA ROAD FOR A DISTANCE OF 903.95 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF BECK'S LAKE ROAD (66' R/W); THENCE GO SOUTH 55 DEGREES 01 MINUTES 20 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1012.70 FEET TO A 5/8" CAPPED IRON ROD (ILLEGIBLE) AT AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF MAIN STREET (30' RAW); THENCE GO NORTH 27 DEGREES 38 MINUTES 60 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF MAIN STREET (30' R/W) FOR A DISTANCE OF 1438,92 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, AT POINT OF CURVATURE OF A SPIRAL CURVE; THENCE GO NORTHERLY ALONG SAID EASTERLY RIGHT OF MAIN STREET AND SPIRAL CURVE CONCAVE EASTERLY AND HAVING A CHORD BEARING OF NORTH 18 DEGREES 37 MINUTES 26 SECONDS WEST, CHORD DISTANCE OF 983.46, TANGENT = 971.29 FEET, TANGENT OFFSET = 154.24 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

AND ALSO:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 58, LEONARD TRACKS SUBDIVISION, AS RECORDED IN DEED BOOK 100, AT PAGE 171, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA: THENCE GO NORTH 27 DEGREES 38 MINUTES 59 SECONDS WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF THE SEABOARD SYSTEMS RAILROAD (100' R/W) FOR A DISTANCE OF 600.00 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7174, FOR THE POINT OF BEGINNING: THENCE GO SOUTH 63 DEGREES 39 MINUTES 21 SECONDS WEST PARALLEL TO THE SOUTH LINE OF LOT 58, FOR A DISTANCE OF 72.17 FEET TO A 1/2" CAPPED IRON ROD. NUMBER 7174, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 29 (200" RAWI: THENCE GO NORTH 29 DEGREES 00 MINUTES 45 SECONDS WEST ALONG SAID EASTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 645.91 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7073, AT THE NORTHWEST CORNER OF LOT 58; THENCE GO SOUTH 88 DEGREES 19 MINUTES 05 SECONDS EAST ALONG THE NORTH LINE OF LOT 58, FOR A DISTANCE OF 100.34 FEET TO A 1/2" CAPPED IRON ROD, NUMBER 7073 AT THE NORTHEAST CORNER OF LOT 55: THENCE GO SOUTH 27 DEGREES 39 MINUTES 11 SECONDS EAST ALONG THE AFORESAID WESTERLY RIGHT OF WAY LINE OF THE SEABOARD SYSTEMS RAILROAD (100' RAW) FOR A DISTANCE OF 598,22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

Legal Description File No.: PEN-14-6950

DOCUMENT# L05000073571 Entity Name: BLACK GOLD OF NORTHWEST FLORIDA, LLC Current Principal Place of Business: 106 STONE BLVD CANTONMENT, FL 32533			Apr 15 Secretary CC6761	of State
Current Mai	ling Address:			
106 STONE CANTONME	BLVD INT, FL 32533			
FEI Number	: 20-3842052		Certificate of Status Desi	i red: No
Name and A	ddress of Current Registered A	gent:		
PENSACOLA, I	ERNMENT STREET FL 32502 US d entity submits this statement for the purpose of	changing its registered office or regis	tered agent, or both, in the State of Fic	rida.
	Electronic Signature of Registered Age	nt		Date
Authorized	Person(s) Detail :			
Title	MGR	Title	MGR	
Name	RAWSON, CODY	Name	RAWSON, DONNA	
Address	106 STONE BLVD	Address	106 STONE BLVD	
City-State-Zip:	CANTONMENT FL 32533	City-State-Zip:	CANTONMENT FL 32533	
Title	MGR			
Name	RAWSON, CHASON			
Address	106 STONE BLVD			
City-State-Zip:	CANTONMENT FL 32533			

2015 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as il made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CODY RAWSON

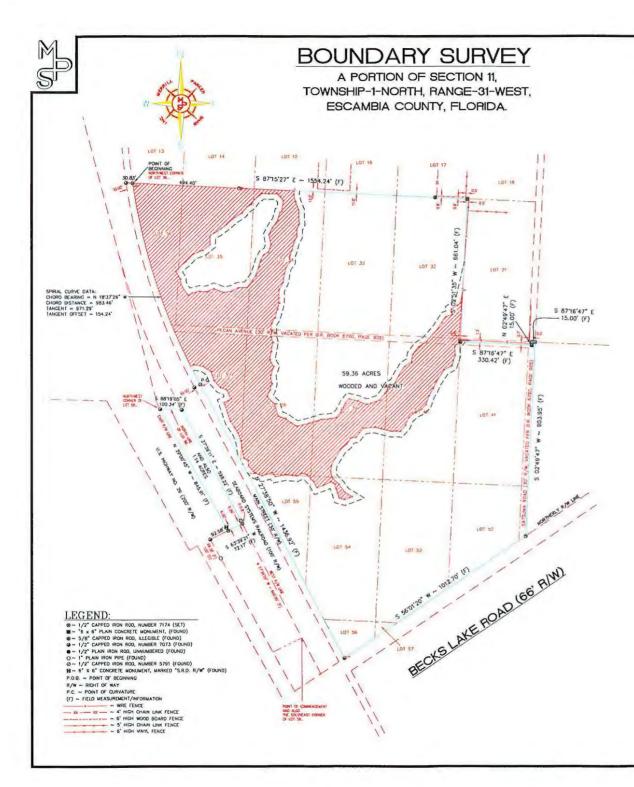
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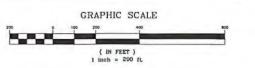
MGR

04/15/2015

FILED

Electronic Signature of Signing Authorized Person(s) Detail





ž

NO.

INC

SHAW.

PARKER

MERRIL

THE HOL

4924

478-4 \$ 478-1 7174

FAX: (850) +

SACOLA, FL 32503 FLORIDA CORP.

4928 PENS

SECTION 11, RANGE-31-WEST,

A PORTION OF TOWNSHIP-1-NORTH,

FLORIDA. NORTHWEST

COUNTY. SP

ESCAMBIA

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FOR: :XB

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REQUESTED PREPARED

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PAGE

282, EWP

BOOK:

FIELD

1/2/15

DATE: 11

FIELD SCALES 5

0 DATE 2

9

LX H

DESCRIPTION: PREPARED BY MERRIL PARKER SHAW, MC DESCRIPTION: PREPARED BY MERRILL PARKER SHAW, INC.



AND ALSO

AND ALSO: COMMENCING AT THE SOUTHEAST CORNER OF LOT 58, LEONARD TRACKS SUBDIVISION, AS RECORD IN DEED BOOK 100, AT PAGE 171, OF THE PUBLIC RECORDS OF ESCAMBA COUNTY, FLORING, THENES DO LORTH 27 LEORES 38 MAUTES 39 SECONDS WEST ALONG THE WESTBAY BOOD OF FEIT TO A 1/2° CAMPED TRACK TO ALMONER 7717, (SNO FLORING, THENES TO LORTH 27 LEORES 38 MAUTES 39 SECONDS WEST ALONG THE WESTBAY THE SOUTH 50 A 1/2° CAMPED TRACK TO, MAURES 7717, (SNO FLORING FOR A DISTANCE OF 721.7 FEET TO A 1/2° CAMPED FOR TO SI, PER A DISTANCE OF GASSI TEET TO A 1/2° CAMPED WAY LUKE (TO A. DISTANCE OF GASSI TEET TO A 1/2° CAMPED ROW ROD, MUNER 707, AT THE NOTTHEAST COMEN OF LOT S8, FERRAR 703, AT THE MORTHWEST CONNER OF LOT 58, THENEST COMEN OF LOT S8, THEOR TO AL 72° CAMPED ROW ROD, MUNER 707, AT THE NORTHLEAST COMEN OF LOT S8, THENEST CON S0, MUNES 03 SECONS THE MORTHWEST CONNER OF LOT 58, THENEST COMEN OF LOT S8, THEOR 710, AT THE MORTHWEST CONNER OF LOT 58, THENEST COMEN OF LOT S8, THEOR 710, AT THE MORTHWEST CONNER OF LOT 58, THENEST COMEN OF LOT S8, THEOR 703, AT THE MORTHWEST CONNER OF LOT 58, THENEST COMEN OF LOT S8, THENEST CONSET ROW ROD, MUNER 707, AT THE NORTHLEAST COMEN OF LOT S8, THENEST CONSET THE SECOND STELLIS ARRANDO (100° R/M) TON A DISTANCE OF 598.22 FEET TO THE PORT OF BEDINNIC.

OF DEGNINIKE. THE ABOVE DESCRIBED PARCEL IS STUATED IN SECTION 11, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 1.14 ACRES.

SURVEYOR'S NOTES

1) THE NORTH ARROW AND FIELD BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM NORTH ZONE, LAMBERT PROJECTION, RELATIVE TO NAD 83 (2011).

2) SOURCE OF INFORMATION: DEEDS OF RECORD, FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAPS AND EXISTING FIELD MONUMENTATION.

NO TITLE SEARCH WAS PERFORMED BY OR FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED BEEDS, RIGH-TO-FWAYS, EASEMENTS, BUILDING STEBACKS, RESTRICTVE CONVENANTS, GOVERNMENTAL JURISOCTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARES AND/OR USE OF THE SUBJECT PROPERTY.

A.) ONLY THE ABOVE GROUND VISIBLE ENCROACHMENTS AND IMPROVEMENTS WERE FIELD LOCATED AS SHOWN HEREON, UNLESS OTHERWISE NOTED. UNDERGROUND ENCROACHMENTS AND IMPROVEMENTS, IF ANY, WERE NOT FIELD LOCATED OR VERIFIED, UNLESS OTHERWISE NOTED.

3) THE DIMENSIONS OF THE BUILDINGS (IF ANY) AS SHOWN HEREON ARE ALONG THE OUTSIDE FACE OF THE BUILDINGS AND DO NOT INCLUDE THE EAVES OVERHANG OR THE FOOTINGS OF THE FOUNDATIONS.

6) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP

THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

B) FEDERAL AND STATE COPYRICHT ACTS PROTECT THIS WAP FROM UNAUTHORIZED USE. THIS MAP IS NOT TO BE COPIED OR REPRODUCED IN WHICE OR PART AND IS NOT TO BE USED FOR ANY OTHER TRANSACTION. THIS DRAWING CANNOT BE USED FOR THE BENETIT OF ANY OTHER PERSON, COMPANY OR FIRM WHICH PRIOR WRITEN CONSENT OF THE COPYRICATI OWNER AND IS TO BE RETURNED UPON REQUEST.

CERTIFIED TO:

BLACK GOLD OF NORTHWEST FLORIDA, INC. WESTCOR LAND TITLE INSURANCE COMPANY WESTOONE LAND THEE INSUMMENTS COMPANY TRATTHE SURVEY SHOWN HERCON MEETS THE FLORIDA MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS & MAPPENS IN THE STATE OF FLORIDA, ACCORDING TO FLORIDA ADMINISTRATUE CODE, CHAPTER 5J-17.050, CHAPTER 5J-17.051 AND 5J-17.052, PURSIANT ID SECTION 472.027 FLORIDA STATUES.

MERRILL PARKER SHAW, INC. 4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. WAYNE PARKER, REGISTERED LAND SURVEYOR REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174 STATE OF FLORIDA



REPLY TO: R. Todd Harris

rtharris@pensacolalaw.com Fax: (850) 477-4510 WILLIAM A. BOND MATTHEW A. BUSH BILL B. MCEACHERN EDWARD P. FLEMING PRESTON J. FORSHEE JOHN A. FRAISER R. TODD HARRIS BELINDA B. DE KOZAN BRUCE A. MCDONALD STEPHEN R. MOORHEAD STEPHEN L. WALKER KATHLYN M. WHITE

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

April 29, 2016

VIA HAND DELIVERY

Horace Jones, Director Juan Lemos, Senior Planner Escambia County Planning and Zoning Development Services Department 3363 West Park Place Pensacola, Florida 32505

> Re: Letter of Request/Data and Analysis Beck's Lake Road – Large Scale Amendment From Mixed Used Urban (MU-U) to Industrial (I) Parcel #11-1N-31-1000-004-001 ("the Property") Acreage: 60.32 +/-Zoning: HC/LI

Dear Mr. Jones and Mr. Lemos:

This firm has the privilege of representing the applicant for purposes of the requested future land use change. An amendment of the future land use map to provide for an Industrial (I) future land use is necessary and appropriate to allow soils and other natural materials to be excavated and removed from the Property.

A conditional use has recently been approved by Escambia County allowing for excavation and removal of soils and other natural materials from the Property. (CU-2016-04). In 2012, the Property was part of a 188 acre large scale map amendment (CPA 2012-01) changing the future use to Mixed Use Urban. Some of the data and analysis utilized during that review process will be referenced for purposes of this request.



DATA AND ANALYSIS

1. <u>Comparative Analysis¹</u>

\

Potable Water: The ECUA would be the potable water provider for the parcel. The proposed future land use change would not allow for any new residential development. Therefore no "per capita" level of service (LOS) analysis is necessary in regard to residential connections. Unlike residential development for which population can be estimated from proposed dwelling units, non-residential development has no associated population that can be used to evaluate the potential impacts on the provider's adopted per capita LOS. Notably, the proposed use of the property for excavation and removal of soils and other natural materials does not require potable water.

However, if potable water was ever needed, the ECUA has confirmed it has a water line of adequate size (12") to service industrial development of the Property. See Exhibit 1.

Sanitary Sewer: The ECUA would be the sanitary sewer provider for the parcel. The proposed future land use change would not allow for any new residential development. Therefore, it is not necessary to calculate for purposes of residential LOS. There is no equivalent residential connection to calculate because the proposed resource extraction use does not require sewer usage.

However, if the Property ever did require sewer service, the ECUA has identified nearby sewer lines of sufficient size on Becks Lake Road (2" FM) to service industrial development. Exhibit 1

Solid Waste: The proposed future land use change would not allow for any new residential development. The potential impacts of non-residential development on a per capita adopted LOS standard for solid waste cannot reasonably be estimated.

The proposed use of the Property for excavation and removal of soils and other natural materials will not generate any significant solid waste collection or disposal. Notably, when considering the 2012 future land use change which allowed for residential development on the entire 188 acres, staff found that "Based on the level of service

¹ An analysis of the Property's current impacts can be found at Exhibit 2. Note that this analysis considers the Property as part of a 188 acre future land use change.

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standards and estimated life of the landfill, there not be any additional impact on capacity." See Exhibit 2

Finally, in regard to water, sewer and waste, the applicant for the 2012 future land use change for 188 acres obtained ECUA confirmation that "adequate system resources are available to support potable water, sanitary sewer and solid waste needs for a development sized at 250,000sf and 50,000gpd." See Exhibit 3. In this case, the Property is less than 1/3 the size considered for the 2012 change and does not allow for residential development.

Accordingly, there would be no negative impact on water, sewer or waste disposal infrastructure as a result of the requested change to Industrial.

Stormwater Management: Pursuant to INF 3.1.7 Level of Service (LOS) Standard, stormwater management LOS will be monitored through the provisions in the LDC design standards. Accordingly, LOS compliance will be addressed as part of the site development review process.

Additionally, permitting through the Northwest Florida Water Management District may be required for purposes of the Property's intended use.

Traffic: The number of trips generated by the proposed future land use change will not unduly burden impacted road segments of Hwy 29, Muscogee Rd/Beck's Lake Road. In 2011/2012, Planning and Zoning staff analyzed the impact of changing the future land use of the property (which was part of 188 acres being considered in the analysis) from Mixed Use Suburban to the more intensive Mix Used Urban category. In regard to the potential impact of trips generated by possible development, staff found that an industrial park use, which is more intensive than "a heavy industrial use" (i.e. those allowed under an Industrial future land use) would not generate trips exceeding the capacity of the adjacent roadways:

The county's Transportation & Traffic Operations Division analyzed the impacts on area roads from trips generated by potential use of the parcel. The analysis estimated the impacted road segments of U.S. Highway 29 and Muscogee Rd (CR-184) <u>would all maintain their adopted levels of service</u> established in Comprehensive Plan Policy Mobility Element (MOB)1.1.2 and <u>would meet the</u> test for concurrency prescribed by Land Development Code (LDC) Section <u>5.12.00</u>. Potential trip generation was based on "industrial park" land use as

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defined by the Institute of Transportation Engineers. That use is <u>a more trip-</u> <u>intensive use than possible heavy industrial use</u> and is a best-fit characterization of the potential impacts of the industrial FLU. (emphasis supplied)²

Based on staff's prior analysis, the proposed future land use (on acreage one-third the size of the 188 acre property considered in the staff analysis) would not generate trips exceeding the capacity of adjacent roadways. Accordingly, the proposed future land use change would not unduly burden the adjacent roadways.

Recreation and Open Space: REC 1.3.5 Areas within Private Development states that, "[t]he LDC will clearly articulate the provision of open space and recreation areas within private developments." No residential use will be permitted under an Industrial future land use. No analysis is or will be needed regarding the provision of recreation and open space. If such analysis was needed, it would be conducted during the development review process.

Schools: No residential use will be permitted under an Industrial future land use. Therefore, there will be no impact on Escambia County schools.

2. Proximity and Impact on:

Wellheads: Cantonment Well #40 is approximately 200 feet to the south of the southern property line of the Property. According to a 2013 report provided by the Emerald Coast Utilities Authority (ECUA) to Escambia County, there is no established Well Head Protection Area (WHPA) for Well #40 because numerous factors have produced a travel time of at least 31 years:

The <u>minimum</u> time of travel from the water table to the Cantonment Well #40 is 31 years; therefore, <u>there exists no 7 or 20 year WHPA for this well</u>. The longer travel time is a result of several factors including the depth of the well, the increasing thickness of the Sand and Gravel Aquifer in this area and to the north; and potentially the influence of over 20 mgd of International Paper withdrawals to the west.³ (emphasis supplied)

² See Exhibit 2.

³ See December 27, 2013 "Well Head Protection Area Development" Report, page 3, and fig 2. Exhibit 5. As noted in the transmittal letter from the ECUA, this report was provided in response to a request for the "<u>latest</u> wellhead protection area updates..." (emphasis supplied)

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Accordingly, the requested future land use change will not impact Well #40. Furthermore, the confining layer protecting the aquifer is located at an approximate 30 foot depth. Any materials suitable for excavation are above that depth.⁴ Furthermore, as noted in the ECUA report, there is an "increasing thickness of the Sand and Gravel Aquifer in this area." Notably, the Site Condition Survey (Exhibit 7) examines the ECUA report and agrees, based on that report, that the Property is not located within a 7 or 20 year WHPA. Any issues relevant to the Well can be addressed during the development review process.

Historically Significant Sites: According to the State of Florida Division of Historical Resources, the only "historically" significant item located on or near the Property is the railroad track to the west of the Property. The attached map provided by the State shows every item on record within a 1 mile radius of the Property. Nothing of historical significance would be adversely impacted by the proposed future land use change. See Exhibit 4

Wetlands: There are approximately 17.64 acres of wetlands on the north and northeast portion of the Property. See Exhibit 6 The proposed development would not encroach upon those wetlands and would be reviewed for compliance during the development review process. The attached Site Condition Survey provided by Wetland Sciences demonstrates it is possible for the Property to be developed under the proposed future land use change with no negative environmental impact. See Exhibit 7

3. <u>Need for the Future Land Use Category and Consistency with Escambia County</u> <u>Comprehensive Plan</u>

Consistent with FLU 1.3.1, the Industrial future land use change allows for uses compatible with adjacent or nearby properties and will facilitate continued industrial operations within the County and provide jobs and employment security for present and future residents. The following uses are adjacent or near to the Property:

- To the immediate east of the property is vacant land with a Mixed Use Urban future land use and a commercial/light industrial zoning.

⁴ See Exhibit 9

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- To the south is Beck's Lake Road which separates the property from an asphalt plant and a paving and grading facility. The intended use of the property for excavation and removal of soils and other natural materials will service the asphalt plant and reduce the need for the asphalt plant to import material; thereby reducing the burden on infrastructure and the need to find suitable locations in other parts of the County to obtain suitable materials.
- To the west, Hwy 29 and a railroad track separate the property from a golf course.
- To the southwest is the International Paper Mill, which sits on approximately 438 acres and has been a presence in the region since 1941. The paper mill is arguably the most intense industrial presence in all of Escambia County.
- To the immediate north of the project will be a wooded vacant buffer of at least 500 feet. The buffer area includes approximately 15.3 acres of jurisdictional wetlands. Farther to the north are approximately 8 lots bordering the property all of which are zoned for low density residential use.
- There are a variety of commercial uses, including two gas stations, which surround the intersection of Hwy 29/Beck's Lake/Muscogee and which are in relatively close proximity to the Property.

Exhibit 8 shows the surrounding streets and land uses. Those uses are predominately commercial and industrial. The Paper Mill has essentially made this area industrial since 1941. The close proximity (approximately 300 feet) of the Property to a major arterial corridor (Highway 29) ensures traffic does not travel through residential areas prior to reaching their main transportation route. A railroad track separates the Property from Highway 29, making future access possible for the transportation of materials by rail. The significant wooded and wetland buffering to the north mitigate any potential impact on residential uses.

The Comprehensive Plan prohibits "resource extraction" in all future land use categories other than "Agriculture, Rural Community, Industrial, and Public" (CON 1.5.2). Changing the future land use will allow development (following the receipt of required permits) for resource extraction required to obtain materials essential for production of, among other things, asphalt. The primary asphalt plant at which it will be used is located about 200 feet to the south of the property, just across Beck's Lake Road.

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This location means fewer trips by trucks on Hwy 29, greatly reduced fuel consumption, and reduced burden on transportation infrastructure in general.

The Property is located in the central part of the County which means that if materials are transported to locations other than the adjacent asphalt plant, trucks are driving fewer miles and placing less of a burden on transportation infrastructure.

Amending the future land use map as requested provides industrial property in *a* central industrialized area of the County and reduces the need to find another location for excavation and removal of soils and other natural materials – a location which will likely not be as suitable.

Finally, because the Industrial future land use does not allow for new residential development (and the prior future land use did), is not automobile dependent, and does not require the extension of public service or facilities in an inefficient manner, the future land use change does not contribute to urban sprawl. Furthermore, it:

- a. Promotes the efficient and cost-effective provision or extension of public infrastructure and services by locating an industrial use within 300 feet of a major arterial corridor and directly across the street from industrial uses which the Property is most likely to service; thereby reducing the burden on public infrastructure and the cost of maintaining it;
- b. Promotes conservation of energy by reducing fuel consumption by locating an industrial use within 300 feet of a major arterial corridor and directly across the street from industrial uses which the Property is most likely to service;
- c. Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils by reducing the need to locate suitable soils for extraction in the agriculturally rich farmland in the northern part of the County.
- d. Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area by providing industrial property that can produce the materials necessary to build, among other things, the roads necessary to support the residential population.

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Should you need any further information for purposes of considering this application, please do not hesitate to contact my office.

Sincerely, R. Todd Narris

Enclosures (as referenced)



P.O. Box 15311 • 9255 Sturdevant Street Pensacola, Florida 32514-0311 ph: 850 476-5110 • fax: 850 969-3308

November 30, 2015

Tom Hammond, P.E. Hammond Engineering 3802 North S Street Pensacola, Florida 32503

Re: Letter of Capacity Reservation Black Gold Borrow Pit-190 Beck's Lake Road

Dear Mr. Hammond:

In response to your inquiry concerning availability of water and sewer services for the above referenced project, ECUA anticipates no problems in water supply or sewage treatment plant capacity. Our review indicates this project will not degrade ECUA's water and sewer systems to a degree which would cause these systems to fail to meet the adopted levels of service as defined in the Escambia County Comprehensive Plan.

For the purpose of concurrency review, ECUA will guarantee the availability of water and sewer system capacity up to the requested demand and flow for a period not to exceed one year from the date of this letter. The administration of the Concurrency Review Process is the sole responsibility of Escambia County. This letter is provided to assist in that process.

Connection of the proposed project to ECUA's systems is the responsibility of the developer. Extensions to the ECUA potable water distribution and sewage collection systems to serve this project must be designed, approved, and constructed in accordance with ECUA's policies and procedures and all applicable permitting requirements. Wastewater capacity impact fees are due and payable prior to issuance of building permits. Water capacity impact fees are due prior to actual connection to the ECUA system.

Sincerely,

William E. Johnson, Jr., PE/LS Director of Engineering

WEJ/bs

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Vicki Campbell District One Lois Benson District Two Elvin McCorvey District Three Dale Perkins District Four Larry Walker District Five

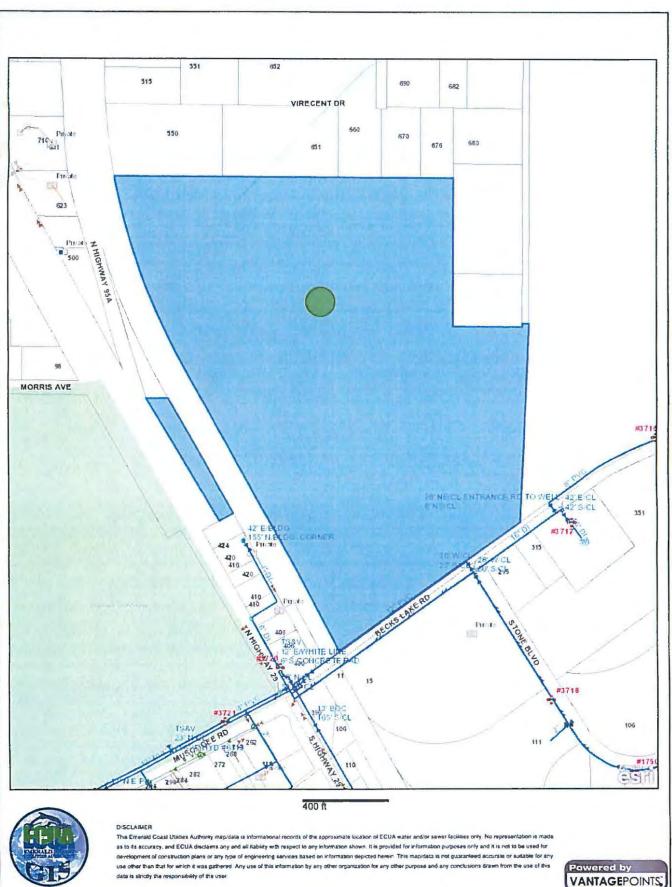
EXHIBIT 1

Capacity Reservation Form	
Date	Water Sewer W/A EE
Name of Project BLACK Gours Bore	
Name of Project 120202 Churs 15720	Area(Acres) 60
PROJECT ADDRESS – *THIS INFORMATION IS APPLICATION (ATTACH LOCATION MAP) 190	
Type Development: Residential Commercial	Industrial Other
(Explain) Borean PIT Gove Fin	MATERIAL
Number and/or Size of Units	
Estimated Flow: (Average Day) Water O Sewe How will water and/or sewer be provided if not from ECUA?	
Special Requirements:	
Owner of Property: (type or print) BLACK Group	LLC
Address: 104 STONE Prop CANONIL	127 F Phone: 968 0991
Developer: (type or print) See Alasse	
Address:	Phone:
Engineer: (type or print) 104 Journous	
Address: (type or print) 3302 N. SST Task I	Phone: 4342603 Email: Tomeseturtes y
Submitted By: (type or print)	~ 1
Signature of Submitter	Title:
FOR ECUA USE:	MAP PAGE: R.36
Nearest Water Line of Adequate Size: BECKS LAI	KERD
Size: 12"	Pressure: Hyp.# 3720 /# 3716
Nearest Sewer Line of Adequate Size: BECKS LAKE	Ro
Size: 2"FM1st L/S:	2 nd L/S: Plant: CWRF
Prepared By Dudill Kulzar Date H-30.15	Reviewed By

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ECUA Fire Hydrant Flow Data

Requested Information

In response to your request for fire hydrant flow information, ECUA is able to provide the data in the table below. Additional testing or data collection may be performed with the approval and supervision of ECUA.

ECUA Fire Hydrant #	Date Tested	Flow [gpm]	Static Pressure [psi]	Residual Pressure [psi]	Comments
3720	6/30/09	1140	70	56	
3716	8///05/09	1210	80	62	

DISCLAIMER

This Emerald Coast Utilities Authority fire hydrant flow test data is from a single test performed at an arbitrary point in time and as such is not assumed to be representative of typical water system conditions. No representation is made as to its accuracy and ECUA disclaims any and all liability with respect to any information given. It is provided as information only and is not to be used as the basis for development of construction plans or any type of engineering service. This data is not guaranteed to be accurate or suitable for any use other than that for which it was gathered. Any use of this information by any other organization for any other purpose and any conclusions drawn from the use of this data is strictly the responsibility of the user.

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Form date, March 7, 2014

Comprehensive Plan Amendment Staff Analysis

General Data

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Project Name: Location: Parcel #s: Acreage: Request:	CPA 2012-01 – Becks Lake Road 200 block of Becks Lake Rd 11-1N-31-1000-002-001 188.61 (+/-) acres From Mixed Use Suburban (MU-S) to Mixed Use Urban (MU-U) Wiley C. "Buddy" Page Agent for Eigure 8. Elected at L.C. Owners
Agent: Meeting Dates:	Wiley C. "Buddy" Page, Agent for Figure 8, Florida, LLC, Owners Planning Board October 10, 2011
	BCC November 3, 2011

Summary of Proposed Amendment:

The agent has requested a future land use (FLU) map amendment to change the future land use category of a 188.61(+/-) acre parcel from Mixed Use Suburban Future Land Use to Mixed Use Urban Future Land Use. The zoning designation for the referenced parcel is Villages Agricultural (VAG-1).

The subject parcel runs East along Beck's Lake Road and North along a railroad to the East of Highway 95A and is adjacent to a residential neighborhood.

The agent has indicated that the intent of the proposed FLU change is to allow for the development of industrial processing/manufacturing/warehousing with uses consistent with existing properties on the south side of Becks Lake Road. If the amendment is approved a rezoning is required.

Land Use Impacts:

Residential Impact

Under Comprehensive Plan Policy 1.3.1, the current Mixed Use Suburban (MU-S) future land use category has a maximum intensity of 1.0 Floor Area Ratio (FAR) and no Minimum Intensity for non Residential uses. It allows for a mix of residential and non-residential uses such as residential, retail and services, professional office, recreational facilities and public and civic.

The proposed amendment to Mixed Use Urban (MU-U) future land use category allows for a 0.25 M inimum intensity F AR and a Maximum Intensity o f 2 .0 F AR, with a maximum d ensity is 25 du/acre. U sing t he calculation a bove, t he t otal n umber of

EXHIBIT 2

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allowable dwelling units is 4,715. If the amendment is granted, there is the possibility for an increase of 2,829 dwelling units for the parcel area. The proposed future land use category allows for the same uses as MU-S with the addition of light industrial development. Since the proposed future land use will allow for light industrial type uses, staff has some concerns that the proposed development could a dversely impact the residential community by allowing for more intense development because of the higher floor area ratio.

Infrastructure Availability:

FLU 1.5.3 New Development and Redevelopment in Built Areas

To promote the efficient use of existing public roads, utilities and service infrastructure, the County will encourage redevelopment in underutilized properties to maximize development densities and intensities located in the Mixed Use-Suburban, Mixed Use-Urban, Commercial and Industrial Future Land Use districts categories (with the exception of residential development).

FLU 2.1.1 Infrastructure Capacities

Urban uses shall be concentrated in the urbanized areas with the most intense development permitted in the Mixed-Use Urban (MU-U) areas and areas with sufficient central water and sewer system capacity to accommodate higher density development. Land use densities may be increased through Comprehensive Plan amendments. This policy is intended to direct higher density urban uses to those areas with infrastructure capacities sufficient to meet demands and to those areas with capacities in excess of current or projected demand. Septic systems remain allowed through Florida Health Department permits where central sewer is not available.

GOAL CMS 1 Concurrency Management System

Escambia County shall adopt a Concurrency Management System to ensure that facilities and services needed to support development are available concurrent with the impacts of such development.

OBJ CMS 1.1 Level of Service Standards

Ensure that Escambia County's adopted Level of Service (LOS) standards for roadways, mass transit, potable water, wastewater, solid waste, stormwater, public schools and recreation will be maintained.

CMS 1.2.1 Concurrency Determination.

The test for concurrency shall be met and the determination of concurrency shall be made prior to the approval of an application for a development order or permit that contains a specific plan for development, including the densities and intensities of the proposed development. If an applicant fails concurrency, he/she may apply to satisfy the requirements of the concurrency management system through the proportionate fair share program. For applicants participating in the proportionate fair share program, the BCC must approve a proportionate fair share agreement before a certificate of concurrency can be issued. A multi-use Development of Regional Impact (DRI) may

satisfy the transportation concurrency requirements of the concurrency management system and of Section 380.06, Florida Statutes, by payment of a proportionate share contribution in accordance with the terms of Section 163.3180(12), Florida Statutes.

Potable Water

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Emerald C oast U tility Authority (ECUA) would be t he p otable w ater pr ovider for t he parcel. The adopted I evel of se rvice (LOS) st andards for, potable w ater, are established in Comprehensive Plan Policy INF 4.1.7. ECUA standard is 250 gallons per capita per day per residential connection per day. For non-residential uses, the LOS requirements shall be based upon an E quivalent Residential Connection (ERC) to be calculated by the service provider at the time of application.

Unlike residential development for which population can be estimated from proposed dwelling units (households), non-residential development has no associated population that can be used to evaluate the potential impacts on the provider's adopted per capita LOS.

As indicated by the agent's analysis and confirmed by a letter from the Emerald Coast Utility Authority, potable water service exists in the area of the amendment parcel with a 12 inch water line on the north side of Becks Lake road and a two inch line on the south side.

Sanitary Sewer

The ado pted I evel of se rvice st andards for sa nitary se wer est ablished i n Comprehensive Plan P olicy INF 1.1.9 are an average of 210 g allons per residential connection per day and a peak of 350 gallons per residential connection per day. The policy al so states that the LOS r equirements for non-residential u ses shall be bas ed upon an equivalent residential connection calculated by the provider, and on the size of the non-residential water meter. However, neither the Emerald Coast Utilities Authority (ECUA) nor any other provider presently has sewer collection lines that can serve the parcel, the nearest connection is on the west side of Highway 29 on M uscogee Road. No documentation was provided to demonstrate the connection to sanitary sewer will be connected. In order to meet the requirement of the Comprehensive Plan, the developer will need t o co nnect t o sa nitary se wer. The ag ent's an alysis stated, "the ne w wastewater treatment facility will have a maximum treatment flow of 50mgd, suggesting it to adequately support new development through the design year of 2030.

Solid Waste Disposal

As established in Comprehensive Plan policy INF 2.1.4, the adopted LOS standard for solid waste disposal in the county is six pounds per capita per day. Solid waste from the parcel will be disposed at the Perdido Landfill. The current build-out of the 424-acre landfill facility is 74 acres. Based on population growth projections and estimated

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annual Class 1 municipal solid waste (MSW) received, the estimated remaining life of the landfill is 70 years.¹

The agent identified Emerald Coast Utilities as the solid waste provider to service the parcel, but no characterization or quantification of waste generation was made.

The potential impacts of the non-residential development on a per capita adopted LOS standard for so lid w aste ca nnot be r easonably est imated, how ever, i f g ranted t he possibility exists for additional residential dwelling units. Based on the level of service standards and estimated life of the landfill, there will not be an a dditional impact on capacity.

Stormwater Management

Comprehensive Plan Policy INF 3.1.9 establishes the following minimum level of service standards for drainage:

- a. The post development run-off rate shall not exceed the pre-development run-off rate for a 25-year storm event, up to and including an event with greatest intensity. However, the County Engineer may reduce detention/retention storage requirements for developments that provide a direct discharge of treated stormwater to the Gulf of Mexico, Escambia Bay, Pensacola Bay, or Perdido Bay.
- b. Compliance with environmental resource permitting and other stormwater design and performance standards of the Florida Department of Environmental Protection and Northwest Florida Water Management District as prescribed in the Florida Administrative Code.
- c. The contribution of the new development to any existing, functioning area-wide drainage system shall not degrade the ability of the area-wide system to adequately retain/detain/store and control stormwater run-off.
- d. The design and construction for all major channels of stormwater systems under arterial and collector roads shall be predicated upon, and designed to control stormwater from, at least a 100-year storm event.

Any new development on t he par cel must m eet t hese LOS r equirements and m ay necessitate the construction of st ormwater m anagement facilities. D rainage LOS compliance would be addressed as part of the site development review process.

Traffic Concurrency

Under Comp Plan CMS 1.1.2 **Primary Tasks.** The County Administrator, or designee, shall be responsible for the five primary tasks described below:

a. Maintaining an inventory of existing public facilities and capacities or deficiencies; b.Determining concurrency of proposed development that does not require BCC approval;

¹ Solid Waste, Escambia Co. Comp. Plan Implementation Annual Report, FY 09/10

c. Providing advisory concurrency assessments and recommending conditions of approval to the BCC for those applications for development orders that require BCC approval;

d. Reporting the status of all public facilities covered under this system to the BCC and recommending a schedule of improvements for those public facilities found to have existing deficiencies; and

e. Administering the Proportionate Fair Share Program as outlined in the Land Development Code (LDC) and the Escambia County Concurrency Management System Procedure Manual, if the County CMS-1 and an applicant choose to utilize this program to mitigate transportation impacts on transportation facilities found to have deficient capacity during the process of testing for concurrency.

The agent's description for the intended uses included industrial operations and focused on the current plant operations on the south side of Becks Lake Road to estimate future hourly trips on Becks Lake Road.

The county's Transportation & Traffic Operations Division analyzed the impacts on area roads from trips generated by potential use of the parcel. The analysis estimated the impacted road segments of U.S. Highway 29 and Muscogee Rd (CR-184) would all maintain their ad opted Levels of service est ablished in C omprehensive P lan Policy Mobility Element (MOB)1.1.2 and would meet the test for concurrency prescribed by Land Development Code (LDC) Section 5.12.00. P otential trip generation was based on "industrial park" Land use as defined by the Institute of Transportation Engineers. That use is a more trip-intensive use than possible heavy industrial use and is a best-fit characterization of the potential impacts of the industrial FLU. Using calculations based on the maximum density of 25 du/acre on 95 acres, with a mixed-use approach of both apartments and industrial, the traffic generated exceeded the capacity of US 29 and Muscogee Rd.

Recreation and Open Space

REC1.3.2 **Open Space Requirements.** Escambia County shall require the provision of open space by private development when such development is a planned unit development, a multi-family development, a mixed use commercial area or other similar types of development where relatively large land areas are involved. The requirements shall be contained within the LDC. All development projects of five acres or more shall be required to provide open space within the development or contribute to a fund therefore. Nothing in this policy shall be interpreted to eliminate the provision of open space for all projects as required by County regulations.

Although the agent is not proposing a residential development, granting the amendment has the potential to create additional population up to 25 dwelling units/acre. If a residential development is proposed, the level of service standards would apply for the residential impacts for the proposed development.

<u>Schools</u>

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OBJ PSF 2.1 Level of Service Standards

The agent indicated the future development would not be of residential nature with no additional demand for school capacity, Calculating the more intense use for residential, if the amendment is granted, there is a possibility for an increase of approximately 850 elementary students, 418 middle school students, and 522 high school students for a total of 1,790 additional students, therefore creating the need to do mitigation to ensure the level of service standards are met in accordance with the comprehensive plan.

SUMMARY: Test for concurrency and allocation for capacity on roadways, potable water, wastewater, solid waste, stormwater, public schools and recreation, shall be determined at the time of site plan review.

ANALYSIS OF SUITABILITY

<u>Suitability:</u> The degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development.

Impact on Wellheads, Historically Significant Sites and the Natural Environment:

Wellheads:

CON 1.4.1 **Wellhead Protection.** Escambia County shall provide comprehensive wellhead protection from potential adverse impacts to current and future public water supplies. The provisions shall establish specific wellhead protection areas and address incompatible land uses, including prohibited activities and materials, within those areas.

The nearest potable wellhead, ECUA Cantonment well, is approximately 250 feet south of the parcel site. The site is within the 20 year travel time contour of that well. All impacts to the wellhead protection area must be reviewed and mitigated as part of the development review process.

Historically Significant Sites:

FLU 1.2.1 **State Assistance.** Escambia County shall utilize all available resources of the Florida Department of State, Division of Historical Resources in the identification of archeological and/or historic sites or structures within the County. The County will utilize guidance, direction and technical assistance received from this agency to develop provisions and regulations for the preservation and protection of such sites and structures. In addition, the County will utilize assistance from this agency together with other sources, such as the University of West Florida, in identifying newly discovered historic or archaeological resources. The identification will include an analysis to determine the significance of the resource.

The agent's analysis indicated no historical significance for the amendment site, and an email from the historical research associate with the University of West Florida (UWF) concluded no recorded archaeological sites, historic structures, cemeteries, or National Register of Historic Places properties were found on the subject parcel.

Wetlands:

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CON 1.1.2 **Wetland and Habitat Indicators.** Escambia County has adopted and will use the National Wetlands Inventory Map, the Escambia County Soils Survey, and the Florida Fish and Wildlife Conservation Commission's (FFWCC) LANDSAT imagery as indicators of the potential presence of wetlands or listed wildlife habitat in the review of applications for development approval. The Escambia County Hydric Soils Map is attached to this ordinance as Exhibit N.

As reported in the agent's analysis, a site conditions survey submitted by W etland Sciences, Inc., states that there are approximately 47(+/-) acres of wetland areas on the 190 (+/-) acre si te with appr oximately 136(+/-) acr es of upl ands. T he pr oposed development shall be reviewed for compliance with the all the federal, state and local regulations prior to the issuance of any site plan approval.

Summary: As previously stated, there were no archaeological or historic sites on the amendment parcel. The amendment shall avoid any potential impacts to the environmentally sensitive area and should preserve the natural function of wetlands and natural resources on the subject parcel. There are similar uses of density and intensity around the parcel which will strengthen the jobs-to-housing ratio in the area. Staff concludes that this development will satisfy the suitability analysis.

Urban Sprawl:

A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner, and failing to provide a clear separation between urban and rural uses.

For determining if the amendment discourages the proliferation of urban sprawl, it must incorporate a development pattern or urban form that achieves four or more of the eight criteria listed. The amendment may meet the following:

1. Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems.

The p roposed am endment is part of a strategy di recting t his type o f i ntense development to the central part of the county, away from sensitive coastal areas to the South, and USDA prime soils and farmlands to the North.

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2. Promotes the efficient and cost-effective provision or extension of public infrastructure and services.

The proposed amendment is in close proximity to the extensive infrastructure that is accessed by other industrial uses within the area.

3. Creates a balance of land uses based upon demands of residential population for the nonresidential needs of an area.

In the same manner as the nearby S ector P lan, this amendment would support economic development and improve the job-to-housing balance.

4. Provides used, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented development or new towns as defined in s. 163.3164.

The proposed amendment allows for more intense use, higher density, more mixed use, assists to congregate industrial uses around transportation infrastructure and allows for an increase in industrial uses.

SUMMARY: It appears this proposed amendment has met four of the eight criteria to discourage the proliferation of urban sprawl.

Comprehensive Plan Consistency and Relevant Policies:

Urban Sprawl:

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A development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner and failing to provide a clear separation between urban and rural uses.

FLU 1.3 Future Land Use Map Designations:

"Designate land uses on FLUM to discourage urban sprawl, promote mixed use, compact development in urban areas, and support development compatible with the protection and preservation of rural areas."

Mixed Use Urban Future Land Use Category:

FLU 1.3.1 states that the Mixed Use Urban FLU "provides for and allows intensive mix of residential and nonresidential uses while promoting compatible infill development and the separation of urban and suburban land uses."

The agent's analysis did not reference the area that will require buffering and allow coexistence with surrounding uses; the amount of existing woodland to remain or be supplemented with additional vegetation cannot be evaluated in the absence of site-specific development plans.

As previously elaborated, the site has been evaluated for potable water, sanitary sewer, solid waste disposal, stormwater management, and traffic concurrency. The adopted levels of service would appear to be maintained with the proposed industrial development of the parcels.

New industrial uses in the MU-U category may be permitted provided such use conforms to the permitted uses listed in the ID-CP and ID-1 zoning categories. If the amendment is approved, the parcel must go through the quasi-judicial rezoning process.

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INITIAL TEST FOR TRAFFIC CONCURRENCY WORKSHEETS

	DEVELOPMENT REVIEW COMMENTS					
Future Land Use Ammen	dment					
Rev 01/28/03			nning ID #-			
D			nning ID #:			
Pre-App:	MP:	PP:	SP:		Mini:	
Project Name & Address:		Figure 8 Florida, LLC - Becks Lak	<u>ke Rd</u>			
Roadway Facility:		US 29 from Nine Mile Rd to Well	Line Rd			
Project Description: Indu	<u>istrial P</u>	Park_	District:		TAZ:	
Worksheet Prepared By:	Thom	as Brown, Jr Phone: (<u>850) 595-340</u>	<u>4</u>	Date:	09/19/11
		TRIP GENERATION	4			
Source: latest edition of Trip	Generati	on, ITE or data collected from related deve	elopment may be	accepted if	f sufficiently doc	umented.
ITE Land Use: <u>Industrial</u> Independent Variable: <u>A</u>			ITE Code:_	130	_ Page #: _	153
Size of Independent Varia	able:		95.00	[A]		
Average Rate for PH (4-6 Driveway Trips (A*B), res		of Adjacent Street Traffic: m fitted curve	8.84	[B]		
equation or trips from	locally	v collected data:	839.8	[C]		
Internal Capture Rate Per Internal Trips (C*D):	centag	je (if applicable):			20% 168.0	[D] [E]
Adjusted Driveway Trips	(C-E):				671.8	[E] [F]
ITE Land Lloss Another	40			220	De#-	
ITE Land Use: Apartmen Independent Variable: D		Units	ITE Code:	220	_ Page #:	
Size of Independent Varia	able:	25 du/ac x 95 ac	2375.00	[A]		
Average Rate for PH (4-6 Driveway Trips (A*B), res			0.62	[B]		
equation or trips from	locally	v collected data:	1472.5	[C]		
Internal Capture Rate Percentage (if applicable):					10%	
Internal Trips (C*D): Adjusted Driveway Trips	(C-E):				147.3 1325.3	
Pass-By Trip Percentage	(if app	licable):			0%	
Pass-By Trips (F*G): New Driveway Trips (F-H)			672 + 1325		0.0 1997	
New Driveway Trips (F-H):			012 - 1020		1997	

If additional information or further discussion is needed, please call for an appointment.

AREA OF INFLUENCE FOR TRIP DISTRIBUTION / ASSIGNMENT

Is the number of New Driveway Trips [I], greater than 50 for commercial or greater than 5% of the Service Volume (column 22) for residential?

. -

NO

X If "YES" to [J], applicant is required to submit trip distribution for the proposed development. Applicant is encouraged to discuss methodology prior to preparing trip distribution.

If NO" to [J], continue with PART I: De Minimis Determination on the following page.

Escambia County Engineering Department, Traffic and Development Division

ROADWAY IMPACT ANALYSIS

Complete an Attachment for each impacted roadway segment to determine if the traffic impact is de minimis (PART I). If the impact is non de minimis, continue with PART II. Reference the latest edition of the Traffic Volume and Level Of Service Report.

Attachment 1 of 2

Project Name & Address:	Figure 8 Florida, LLC - Becks Lake Rd			
Roadway Facility:	US 29 from Nine Mile Rd to Well Line Rd			

PART I: De Minimis Determination

Based on the LDC Section 5.12.03 adopted March 1, 2001. Reference the latest edition of the Traffic Volume and LOS Report.

New Driveway Trips (F-H):		1997	[1]
Trip Distribution (% entering):		50%	[K]
Allocated Trips (I*K):		999	[L]
2-Way PM PH Service Volume (column 18):		3,390	[M]
1% of Service Volume (column 21 or M*.01):		34	[N]
Are Allocated Trips greater than 1% of the Service Volume (is $L > N$)?	965	YES	[0]
Existing Total Trips (column 16):		2,529	[P]
Proposed Total Trips (L+P):		3,528	[Q]
110% of Service Volume (column 23 or M*1.10):		3,729	[R]
Are Proposed Total Trips greater than 110% of the Service Volume (is Q > R)?	-202	NO	[S]
Is the roadway segment on a designated hurricane evacuation route (column 24)?		YES	[T]
If "NO" for [O], [S], and [T], traffic impact is <i>de minimis</i> . No further analy	sis is required		
X If "YES" for [O], [S], or [T], traffic impact is non de minimis. Continue w	ith PART II.		
X If "YES" to [T], continue with question [U] only, in PART II be	elow; or		
If "YES" to [O] and/or [S] only and "NO" to [T], continue with	n question [V]	only, in PART I	I below

PART II: Non De Minimis Concurrency Determination

	to [T], is the number of Proposed Total Trips greater than the ce Volume (is Q > M)?	138	YES	[U]
	o [T], is the number of Proposed Total Trips greater than	222		
110%	of the Service Volume (is Q > R)?	-202	N/A	[V]
-	If "NO," the roadway segment meets the test for concurrency. No	o further analy:	sis required.	
X	If "YES," identify which method will be used to maintain the adopt applying applicable trip reduction methods for service conducting a Traffic Impact Analysis Report (TIAR), reducing the scale or scope of the proposed project, withdrawing the application, or			nts,
	identifying the roadway facility as part of the Transport Area (TCEA) in a designated redevelopment area.	ation Concurre	ency Except	on

If additional information or further discussion is needed, please call for an appointment.

ROADWAY IMPACT ANALYSIS

Complete an Attachment for each impacted roadway segment to determine if the traffic impact is de minimis (PART I). If the impact is non de minimis, continue with PART II. Reference the latest edition of the Traffic Volume and Level Of Service Report.

Attachment 2 of 2

Project Name and Address:	Figure 8 Florida, LLC - Becks Lake Rd		
Roadway Facility:	Muscogee Rd from US 29 to CR-97		

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PART I: De Minimis Determination

Based on the LDC Section 5.12.03 adopted March 1, 2001. Reference the latest edition of the Traffic Volume and LOS Report.

New Driveway Trips (F-H):		1997	[1]
Trip Distribution (% entering):		50%	[K]
Allocated Trips (I*K):		999	[L]
2-Way PM PH Service Volume (column 18):		1,480	[M]
1% of Service Volume (column 21 or M*.01):		15	[N]
Are Allocated Trips greater than 1% of the Service Volume (is L > N)?	984	YES	[0]
Existing Total Trips (column 16):		710	[P]
Proposed Total Trips (L+P):		1,709	[Q]
110% of Service Volume (column 23 or M*1.10):		1,628	[R]
Are Proposed Total Trips greater than 110% of the Service Volume (is Q > R)?	80	YES	[S]
Is the roadway segment on a designated hurricane evacuation route (column 24)?		NO	m
If "NO" for [O], [S], and [T], traffic impact is <i>de minimis</i> . No further anal	ysis is required	L.	
X If "YES" for [O], [S], or [T], traffic impact is non de minimis. Continue v	with PART II.		
If "YES" to [T], continue with question [U] only, in PART II to	below; or		
X If "YES" to [O] and/or [S] only and "NO" to [T], continue wi	th question [V]	only, in PART	Il below.
PART II: Non De Minimis Concurrency Determin	otion		
PART II. Non De Minimus Concurrency Determin	ation		
If "YES" to [T], is the number of Proposed Total Trips greater than the			
Service Volume (is Q > M)?	229	N/A	[U]
If "NO" to [T], is the number of Proposed Total Trips greater than			
110% of the Service Volume (is Q > R)?	80	YES	[1]

If "NO," the roadway segment meets the test for concurrency. No further analysis required.

X	If "YES," identify which method will be used to maintain the adopted Level of Service:
	applying applicable trip reduction methods for service or commercial developments,
	conducting a Traffic Impact Analysis Report (TIAR),
	reducing the scale or scope of the proposed project,
	withdrawing the application, or
	identifying the roadway facility as part of the Transportation Concurrency Exception
	Area (TCEA) in a designated redevelopment area.

If additional information or further discussion is needed, please call for an appointment.

200 Becks Lake Road Site

DATA AND ANALYSIS

This site is located approximately five miles north of Interstate 10 in the Cantonment community across Highway 29 from International Paper Company. Over the years, Cantonment built up around the paper company site (formally known as St. Regis Paper Company) and today has a population of some 9,600 residents.

Industrial related growth in the area has continued finding Escambia County locating its third industrial park venture less than 3 miles north of the site. Ellyson Field was the first County industrial park and is filled to capacity. The second was Oaks Industrial Park located on Nine Mile Road and the Navy Federal Credit Union is slated to buy the remaining parcel rendering this park full as well. None of these County developed parks have rail frontage as the proposed Figure 8 Florida site will offer. Justification for additional industrial park development is based upon the aforementioned, that is, two of the three existing County sponsored industrial parks are built out and this proposed new industrial park will be the only one in the area with rail frontage

Property located adjacent and east of the site has been acquired by the Emerald Coast Utilities Authority (ECUA). Becks Lake Road, which bounds the site's south property line, leads into their new site which came on-line approximately six months ago providing new wastewater treatment capacity and service to the area.

This new Central Wastewater Treatment Facility replaces the old Main Street facility located some 10-12 miles south in downtown Pensacola. The older facility had a capacity of 20mgd while the new facility will have a maximum treatment flow of 50mgd suggesting that new capacity will be adequate to support new development through the design year of 2030. The attached letter of capacity from ECUA confirms that adequate system resources are available to support potable water, sanitary sewer and solid waste needs for a development sized at 250,000sf and 50,000gpd.

This proposed development is not residential, therefore there will be little or no impact on school facilities or recreation and open space requirements as identified in the adopted Escambia

EXHIBIT 3

County Land Development Code and the Comprehensive Plan.

Stormwater management strategies and design will be identified once specific uses are known. While the site is relatively flat, special design considerations will be required because of the location of the potable water pumping well located across Becks Lake Road from the site. As shown on the attached aerial photograph, the actual wellhead is located within a building which measures some 248 feet south of the 190 acre site.

Stormwater management design will be developed through a close working relationship with County Engineering, FDEP, Water Management District and Emerald Coast Utility Authority engineering departments.

According to the attached environmental report, approximately 47.91 acres have been classified as likely jurisdictional under guidelines of the USCORPS, Florida Department of Environmental Regulation and Escambia county. Accordingly, any proposed development within these identified wetland areas will require review and approval of these regulatory offices.

Traffic generated from the site will likely exit on Becks Lake Road because of the existing traffic light at the Hwy 29 intersection. This route is currently used by traffic generated by the Stone Industrial Park located on the south side of Becks Lake Road. This park has extensive truck traffic exiting from the existing concrete and asphalt plant operations. As shown on the attached Escambia County Traffic and Level of Service Report, traffic from the site will exit onto Highway 29 (State Road 95) which is classified with a Level of Service LOS "D" where 73% of available capacity consumed leaving 27% available remaining capacity. In real numbers, then, over 900 PM, peak hour trips remain available. This project is projected to generate some 410 PM trips (See Spack Trip Generation Spreadsheet attached) which is within the available capacity of 900 PM trips noted earlier.

This record search is for informational purposes only and does <u>NOT</u> constitute a project review. This search only identifies resources recorded at the Florida Master Site File and does <u>NOT</u> provide project approval from the Division of Historical Resources. Contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333 for project review information.

November 12, 2015

R. Todd Harris McDonald Fleming Moorhead Attorneys at Law 719 S. Palafox Street Pensacola, FL 32502 Phone: 850.202.8525 Email: <u>rtharris@pensacolalaw.com</u>



In response to your inquiry of November 12, 2015, the Florida Master Site File lists three archaeological sites, six surveys, two resource groups, and six standing structures, found in the following parcels of Escambia County:

The portions of T01N R31W Sections 01–03, & 10-16, indicated by the map submitted with search request (including a project area, and a 1 mile buffer).

When interpreting the results of our search, please consider the following information:

- This search area may contain *unrecorded* archaeological sites, historical structures or other resources even if previously surveyed for cultural resources.
- Because vandalism and looting are common at Florida sites, we ask that you limit the distribution of location information on archaeological sites.
- While many of our records document historically significant resources, the documentation of a resource at the Florida Master Site File does not necessarily mean the resource is historically significant.
- Federal, state and local laws require formal environmental review for most projects. This search DOES NOT constitute such a review. If your project falls under these laws, you should contact the Compliance and Review Section of the Division of Historical Resources at 850-245-6333.

Please do not hesitate to contact us if you have any questions regarding the results of this search.

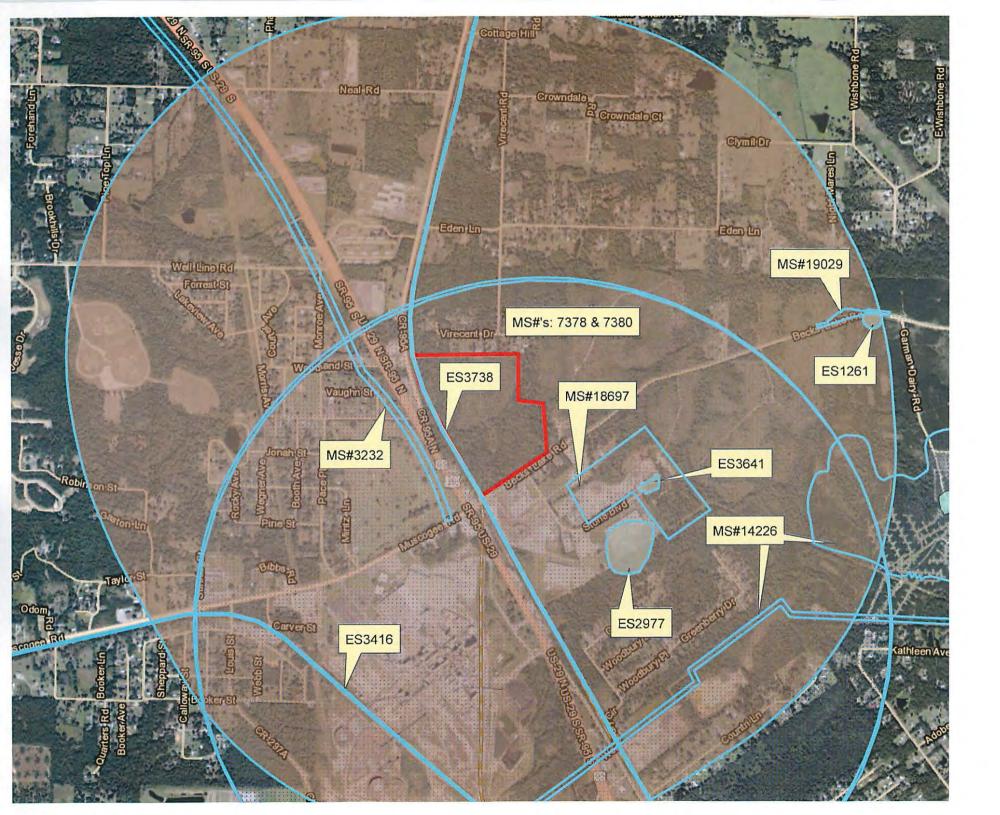
Sincerely,

fato-

Gabrielle McDonnell Archaeological Data Analyst Florida Master Site File Gabrielle.McDonnell@DOS.myflorida.com

EXHIBIT 4

500 South Bronough Street • Tallahassee, FL 32399-0250 • www.flheritage.com/preservation/sitefile 850.245.6440 ph | 850.245.6439 fax | SiteFile@dos.state.fl.us



SitelD	SiteName	RgType	NRCa City	Contr NonC TimeSig1
ES03416	St. Louis-San Francisco Railway	Linear Resource	SITE Pensacola	Twentieth century American, 1900-present
ES03738	Alabama & Florida Railroad	Linear Resource	SITE Pensacola	Nineteenth century American, 1821-1899

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SitelD	PlSiteName	Address	Dest Survey Architect	YearBL Style
ES00539	D COTTAGE HILL UNITED METHODIST CHURC	WILLIAM'S DITCH RD	NO 0	c1915 Frame Vernacular
ES00540	D CARTER, WILLIAM L HOUSE	WILLIAM'S DITCH RD	NO 0	c1890 Frame Vernacular
ES00541	D TAITE HOUSE	WILLIAM'S DITCH RD	NO 0	c1900 Frame Vernacular
ES00542	D EMMANUEL HOUSE	HWY 95A-OFF ON DIRT RD	NO 0	1900 Frame Vernacular
ES00544	D HAVARD GROCERY	HWY 95A	NO 0	1928 Frame Vernacular
ES00545	D MCCRARY HOUSE	COTTAGE HILL RD	NO 0	c1900 Frame Vernacular

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SurvNum	Title	Pub_D	
3232	232 Cultural Resource Assessment Survey of the Resurfacing of SR-95/US-29 from CR-184 to Fletcher Cree 1992		
7378	Cantonment Cell Tower	2001	
7380	Gonzales Cell Tower	2001	
14226	Archaeological and Historical Survey of the Proposed Emerald Coast Utilities Authority Main Steet W	v 2007	
18697	Cultural Resources Survey, Proposed Vulcan Materials Terminal Sites, Escamia, Walton and Bay Coun	12011	

19029 Technical Memorandum: A Cultural Resources Assessment of the Beck Lake's Road Bridge (Bridge No. 2012

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P.O. Box 15311 · 9255 Sturdevant Street · Pensacola, FL 32514-0311 · Phone: 850 476-5110 · Fax: 850 969-3308

Vicki H. Campbell District One Lois Benson Elvin McCorvey District Two District Three

y Dale Perkins District Four

Larry Walker District Five

January 4, 2016

<u>Via USPS</u>

Mr. R. Todd Harris McDonald, Fleming, Moorhead 719 S. Palafox Street Pensacola, FL 32502

Re: <u>Public records request – Updates on wellhead protection areas</u>

Dear Mr. Harris:

Provided herewith are documents responsive to your public records request for production of certain documents for inspection and possible copying, particularly updates (as indicated on page 23 of the ECUA's 2014 Annual Report) which have been provided to Escambia County for the seven year and 20-year time-of-travel for the wellhead protection areas related to all ECUA wells. Further, you requested to review and possibly copy the latest wellhead protection area updates for wellheads north of Kingsfield Road and south of Well Line Road. The documents provided are copies you requested following your review on December 31, 2015. An invoice for this effort in the amount of \$47.23 is enclosed. Prompt payment is appreciated.

Very truly yours,

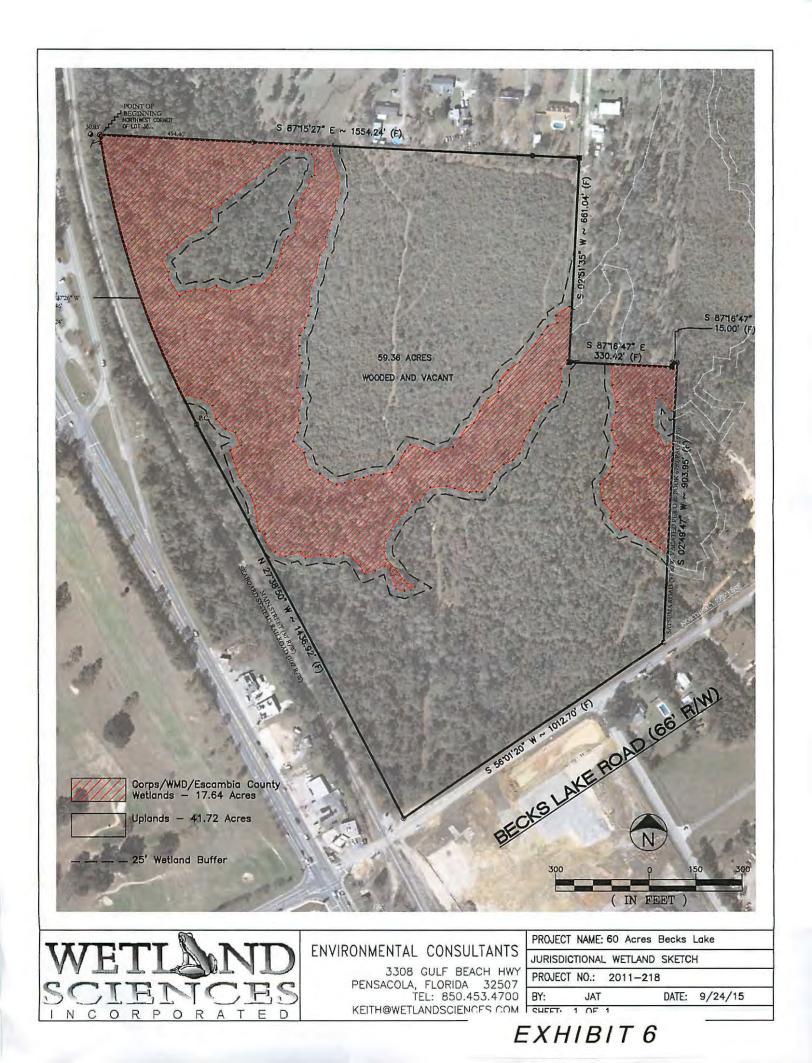
EMERALD COAST UTILITIES AUTHORITY

Linda G. Iversen Executive Assistant to the Board

lgi cc: Stephen E. Sorrell Executive Director

> Bradley S. Odom ECUA Counsel

EXHIBIT 5





ENVIRONMENTAL SITE CONDITIONS SURVEY

Beck's Lake Road Industrial Future Land Use Change Cantonment, Florida 32533

Prepared for:

R. Todd Harris 719 S. Palafox Street Pensacola, FL 32502

Prepared By:

Wetland Sciences, Inc. 3308 Gulf Beach Highway Pensacola, FL 32507

Date:

April 29, 2016

EXHIBIT 7

1.0 Introduction

The following report is intended to provide specific environmental data required by Escambia County's Land Development Code and in support of a development order application. The code and application requires a site specific survey that identifies wetlands, environmentally sensitive resources, and presence of threatened and endangered species and/or habitat. The final section of this report provides a summary of our findings and opinions and recommended course of actions (if any).

2.0 Project Description

The subject property is generally located at the northeast corner of Beck's Lake Road and US Highway 29 in Cantonment, Escambia County, Florida herein referred to as the subject property (Figure 1). It is comprised of approximately 59.36 acres of property. It exists in a natural undeveloped state. Escambia County Property identifies the subject property by the following identification number: 11-1N-31-1000-004-001.



Figure 1. Subject property outlined by the red polygon.

3.0 Soils

Soils were delineated utilizing the United States Department of Agriculture, NRCS Soil Survey for Escambia County, Florida (Figure 2).



Figure 2. Soil survey map with subject property depicted by the cyan polygon.

The following table describes the soil types are found within the subject property.

Escambia County, Florida (FL033)					
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI		
24	Poarch sandy loam, 0 to 2 percent slopes	6.0	10.1%		
25	Poarch sandy loam, 2 to 5 percent slopes	11.4	19.3%		
26	Poarch sandy loam, 5 to 8 percent slopes	16.8	28.3%		
38	Bonifay loamy sand, 0 to 5 percent slopes	2.2	3.8%		
39	Bonifay loamy sand, 5 to 8 percent slopes	7.7	12.9%		
43	Albany sand, 0 to 5 percent slopes	2.3	3.9%		
49	Dorovan muck and Fluvaquents, frequently flooded	1.3	2.3%		
51	Pelham loamy sand, 0 to 2 percent slopes	11.5	19.4%		
Totals for Area of Interest		59.3	100.0%		

Map Unit Legend

Table 1. Soil types within the subject property.

As noted in the soil survey the property is comprised of several soil types. The Poarch sandy loam, 0 to 2 percent slopes, are very deep, well drained soils on nearly level summits of broad ridges. Slopes are long and smooth. Typically, the surface layer is very dark grayish brown sandy loam about 5 inches thick. The subsoil extends to a depth of 80 inches. It is yellowish brown sandy loam in the upper part; yellowish brown and brownish yellow sandy loam that has brownish, reddish, and grayish mottles in the middle part; and very pale brown and brownish yellow sandy loam that has brownish, reddish, and grayish mottles in the lower part. The middle and lower parts of the subsoil have nodules of plinthite.

The Poarch sandy loam, 2 to 5 percent slops are also very deep, well drained soils on gently sloping shoulder slopes and side slopes of ridges. Slopes generally are long and smooth. Typically, the surface layer is very dark grayish brown sandy loam about 5 inches thick. The subsoil extends to a depth of 80 inches. It is yellowish brown sandy loam in the upper part; yellowish brown and brownish yellow sandy loam that has brownish, reddish, and grayish mottles in the middle part; and very pale brown and brownish yellow sandy loam that has brownish, reddish, and grayish mottles in the lower part. The middle and lower parts of the subsoil have nodules of plinthite.

Important properties of the Poarch soil:

- Seasonal high water table: Perched, at a depth of 21 /2 to 5 feet from December through April
- Available water capacity: Moderate
- Permeability: Moderately slow

• Flooding: None

Bonifay loamy sand, 0 to 5 percent slopes, is very deep, well-drained soil on nearly level summits and gently sloping shoulder slopes of ridges. Slopes generally are long and smooth. Individual areas are irregular in shape. They range from 10 to about 350 acres in size. Typically, the surface layer is dark grayish brown loamy sand about 3 inches thick. The subsurface layer extends to a depth of 54 inches. It is yellowish brown loamy sand in the upper part, brownish yellow loamy sand in the middle part, and brownish yellow loamy sand that has brownish mottles in the lower part. The subsoil to a depth of 80 inches is mottled yellowish, brownish, grayish, and reddish sandy clay loam that has masses of plinthite within the matrix.

Bonifay loamy sand, 5 to 8 percent slopes, is very deep, well-drained soil on moderately sloping shoulder slopes and side slopes of ridges. Slopes generally are long and smooth, but some are short and complex. Individual areas are irregular in shape. They range from 10 to about 100 acres in size. Typically, the surface layer is dark grayish brown loamy sand about 3 inches thick. The subsurface layer extends to a depth of 54 inches. It is yellowish brown loamy sand in the upper part, brownish yellow loamy sand in the middle part, and brownish yellow loamy sand that has brownish mottles in the lower part. The subsoil to a depth of 80 inches is mottled yellowish, brownish, grayish, and reddish sandy clay loam that has masses of plinthite within the matrix.

Important properties of the Bonifay soil:

- Seasonal high water table: Perched, at a depth of 31 /2 to 5 feet from December through April
- Available water capacity: Low
- Permeability: Rapid in the surface and subsurface layers and moderately slow in the subsoil
- Flooding: None

The Albany sand, 0 to 5 percent slopes, are very deep somewhat poorly drained soil is in flat or slightly concave positions on nearly level summits of low ridges and on gently sloping positions on toe slopes. It is in positions that are depressed relative to the surrounding landforms. Slopes are long and smooth. Typically, the surface layer is very dark grayish brown sand about 7 inches thick. The subsurface layer extends to a depth of 57 inches. It is brown sand in the upper part, light yellowish brown sand that has brownish mottles in the middle part, and light gray sand in the lower part. The subsoil extends to a depth of 80 inches. It is light brownish gray sandy loam that has brownish mottles in the upper part and gray sandy clay loam that has brownish mottles in the lower part.

Important properties of the Albany soil:

- Seasonal high water table: Apparent, at a depth of 1 to 21 /2 feet from December through April
- Available water capacity: Very low
- Permeability: Rapid in the surface and subsurface layers and moderately slow in the subsoil
- Flooding: None

All of the above mentioned soils are associated with upland ecological communities.

Dorovan muck and Fluvaquents are soils that are very poorly drained. This soil unit is a combination of mucky Dorovan soil and loamy and sandy Fluvaquents. It is on flood plains along rivers and streams. This map unit is subject to frequent flooding and ponding for very long periods in most years. The composition of this unit is variable. Some areas mainly consist of the Dorovan soil, some areas mainly consist of the Fluvaquents, and other areas contain both in variable proportions. In a typical area, the Dorovan soil makes up about 45 percent of the map unit and the Fluvaquents make up about 40 percent. Slopes are less than 2 percent. Individual areas are long and narrow and range from 20 to several hundred acres in size. The Dorovan soil commonly is on the lower parts of the flood plain. Typically, the surface layer is dark reddish brown muck about 8 inches thick. Below this is black muck to a depth of 80 inches.

Important properties of the Dorovan soil:

- Seasonal high water table: Apparent, from 2 feet above the surface to a depth of 1 /2 foot from December through July
- Available water capacity: Very high
- Permeability: Moderate
- Flooding: Frequently flooded for very long periods in most years Duration of ponding: Very long periods in most years

The Fluvaquents are in slightly higher positions on the flood plains than the Dorovan soil. Fluvaquents are mineral soils that have variable soil properties. Because of this variability, Fluvaquents are classified only to the Great Group level. No typical pedon has been selected.

Important properties of the Fluvaquents:

- Seasonal high water table: Apparent, at the surface to a depth of 1 /2 foot from December through July
- Available water capacity: Variable
- Permeability: Variable
- Flooding: Frequently flooded for very long periods in most years

The Pelham loamy sand, 0 to 2 percent slopes, are very deep poorly drained soil is in flat or slightly depressional positions on stream terraces and uplands in the northern and central parts of the county. Slopes are long and smooth. Individual areas are irregular in shape. They range from 3 to about 90 acres in size. Typically, the surface layer is very dark gray loamy sand about 5 inches thick. The subsurface layer to a depth of 35 inches is gray loamy sand that has brownish mottles. The subsoil extends to a depth of 80 inches. It is gray sandy loam that has brownish mottles in the upper part and is mottled gray and light gray sandy clay loam that has yellowish and brownish mottles in the lower part.

Important properties of the Pelham soil:

- Seasonal high water table: Apparent, at the surface to a depth of 1 /2 foot from December through April
- Available water capacity: Low
- Permeability: Rapid in the surface and subsurface layers and moderately slow in the subsoil
- Flooding: None

The Pelham, Dorovan Muck, and sandy Fluvaquents are associated with the wetland communities identified within the subject property.

4.0 Natural Vegetative Communities – Upland and Wetland

Individual ecological communities found within the subject property were identified using the inventory descriptions found the *FNAI Guide to Natural Communities of Florida*. There are two individual ecological communities identified within the subject property. They include: Upland pine and bayswamp.

A majority of the subject property is comprise of the upland pine ecological community. Upland pine primarily occurs on the rolling hills of northern Florida north of the Cody Scarp where the soils, classed as ultisols, are composed of sandy loams and loamy sands with clayey subsoils of Miocene and Pleistocene origin. The presence of clay helps retain soil moisture, creating more mesic conditions than are found on the deep sands that support sandhill. Thus, some plant species (e.g., gallberry, Darrow's blueberry) are found in upland pine that, on more sandy soils, are restricted to lowlands such as mesic flatwoods.

Upland pine is a woodland of widely spaced pines with a sparse to moderate shrub layer and a dense, species-rich groundcover of grasses and herbs, occurring on gently rolling terrain. The canopy is dominated by longleaf pine (Pinus palustris) and slash pine (Pinus elliottii). There is an intermittent subcanopy layer of smaller pines, and hardwoods including flowering dogwood (Cornus florida), laurel oak (O. hemisphaerica), winged sumac (Rhus copallinum), and common persimmon (Diospyros virginiana). Though typically present as low shrubs and occasional midstory trees, these species can form a dense midstory (subcanopy and tall shrubs layers) in areas that have experienced a lack of fire for many years. Shrub cover can vary from sparse to dense, and includes low-growing species such as yaupon holly (Ilex vomitoria) and Darrow's blueberry (Vaccinium darrowii). Herbaceous cover varies, from sparse to abundant, dependent upon the density and shading effects of the shrubs. Wiregrass (Aristida stricta var. beyrichiana) is often dominant, but a high diversity of grasses and forbs may be present; as many as 40-50 species. In addition to wiregrass, other common grasses are little bluestem (Schizachyrium scoparium), broomsedge bluestem (Andropogon virginicus), hairawn muhly (Muhlenbergia capillaris), and indiangrass (Sorghastrum spp.). Typical forbs include pineland silkgrass (Pityopsis aspera), scaleleaf aster (Symphyotrichum adnatum), bracken fern (Pteridium aquilinum), goldenrod (Solidago spp.), squarehead (Tetragonotheca helianthoides), soft greeneyes (Berlandiera pumila), yellow jessamine (Gelsemium sempervirens), rice button aster (Symphyotrichum dumosum), and often a diverse suite of legumes including sensitive pea (Chamaecrista nictitans), sensitive briar (Mimosa quadrivalvis), sidebeak pencil flower

(Stylosanthes biflora), and goat's rue (Tephrosia virginiana). Woody vines such as greenbrier (Smilax spp.) and musodine (Vitis rotundifolia) are occasionally present.

This upland community is highly disturbed most likely from the prior land silvicultural use that dominated the property for the last fifty years. This has removed much of the canopy and subcanopy stratums.

The Baygall wetland community is located on wet soils at the bases of slopes, edges of floodplains, in depressions, and in stagnant drainages. The soils are generally composed of peat with an acidic pH (3.5 - 4.5). Seepage from uplands, rainfall, and/or capillary action from adjacent wetlands maintains a saturated peat substrate.

Baygall is an evergreen forested wetland of bay species situated at the base of a slope or in a depression. Sweetbay (*Magnolia virginiana*), and/or swamp bay (*Persea palustris*) form an open to dense tree canopy and are also dominant in the understory along with fetterbush (*Lyonia lucida*), large gallberry (*Ilex coriacea*), dahoon (*I. cassine*), myrtle dahoon (*I. cassine* var. *myrtifolia*), titi (*Cyrilla racemiflora*), black titi (*Cliftonia monophylla*), wax myrtle (*Myrica cerifera*), red maple (*Acer rubrum*), Florida anisetree (*Illicium floridanum*), and/or Virginia willow (*Itea virginica*). The canopy and understory do not generally form distinct strata but appear as a dense, tall thickets. Vines, especially laurel greenbrier (*Smilax laurifolia*) and muscadine (*Vitis rotundifolia*) are be abundant and contribute to the impenetrable nature of the understory. Herbs are absent or few, and consist of ferns such as cinnamon fern (*Osmunda cinnamomea*), netted chain fern (*Woodwardia areolata*), and Virginia chain fern (*W. virginica*). Sphagnum mosses (*Sphagnum* spp.) are common.

5.0 Wetlands

Prior to our field inspection of the property, Wetland Sciences, Inc. researched the U.S. Fish and Wildlife Service's National Wetland Inventory Data. The NWI map suggests that the entire property is comprised of uplands (Figure 3).



Figure 3. National Wetlands Inventory Map. General outline of the subject property is depicted by the red poly line.

Our desktop review was followed by a pedestrian field inspection. During the course of our inspection, Wetland Sciences, Inc. did identify a wetland complex located throughout the subject property. This wetland complex will be subject to the regulatory purview of the Northwest Florida Water Management District (District), Department of the Army Corps of Engineers (Corps), and Escambia County. In addition, both the District and Escambia County may regulate lands within 25-ft landward of the delineated wetland boundary line. More specifically, upland buffers with a minimum width of 15-ft and an average width of 25-ft shall be provided abutting those wetlands under the regulatory jurisdiction of the State of Florida under 62-340, F.A.C. This buffer can be reduced to an average of 10-ft if the project can avoid impacts to wetlands and does not require a regulatory permit from the District (ERP permit).

The wetland boundaries shown on the attached sketch appended as Exhibit A were 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 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Federal – Corps). The wetland boundary was 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. Each point was identified by an experienced wetland scientist paired with a second environmental professional to obtain a Global Positioning System (GPS) location. Pink flags were placed at each point clearly marked "Wetland Delineation". Each flagged point also contains specific alpha numeric designator for later tracking of its location.

6.0 Threatened and Endangered Species

This portion of the assessment focused on the presence of any rare, threatened, or endangered species and/or their critical habitats within the subject parcel. The current study undertook reviews of federal and state laws. Results of these reviews were used to develop a comprehensive list of threatened and endangered species, or species of special concern, that may occur on the project site.

Through evaluation of the classified land uses and vegetation types, as well as those citing habitat preferences for rare, threatened and species of special concern, specific areas were identified that could possibly support listed species. Field verification of land use, associated vegetation types and the comprehensive field evaluation was conducted over a one-day period in April 2016. This study was based on a Land Use, Cover and Forms Classification System (FLUCFCS) and focused on habitats that could potentially support state or federally listed species or species of special concern. The survey was performed within all habitats encountered and had the sole aim of determining habitat status of such flora or fauna by concentrating on signs suggesting their presence and activities. Surveys were based on visual and audible detection methodologies as outlined within the FGFWFC manual entitled, *Wildlife Methodology Guidelines for Section 18.D of the Application for Development Approval, 1988.*

The pedestrian surveys were accomplished during morning hours in an effort to observe, hear, and record evidence of faunal activity within the survey boundaries. Specific identification methodologies utilized during the surveys are described within the following paragraphs.

To aide our efforts, Wetland Sciences, Inc. also queried the Florida Natural Areas Inventory (FNAI) Biodiversity Matrix which includes a list of rare species and natural communities tracked by FNAI, the United State Fish and Wildlife Service (USFWS) critical habitat portal, and the Florida Fish and Wildlife Conservation Commission Terrestrial Resources Geographic Information System.

No state or federally listed plant or animal species and/or designated habitat were confirmed existing or residing within the subject property.

7.0 Conclusions

Article 5, Section 4-5.2 of Escambia County Land Development Code defines environmentally sensitive lands as:

- 1. Wetlands as defined by the State of Florida.
- 2. Shoreline protection zones as defined in this article.
- 3. Aquatic preserves and the Escambia River Wildlife Management Area as defined or authorized by Florida Statutes.
- 4. Outstanding Florida Waters as listed in the rules of Florida Administrative Code (Ch. 62-302.700).
- 5. Habitats of threatened and endangered species as defined by the U.S. Fish and Wildlife Service (FWS), the Florida Fish and Wildlife Conservation Commission (FWC), or other state or federal agencies.
- 6. Essential fish habitat, including seagrasses, defined as those waters and substrate necessary for fish to spawn, breed, feed, or grow to maturity. (See Magnuson-Stevens Act, 16 U.S.C. 1802 (101)).
- 7. Floodplain areas identified on the Federal Emergency Management Agency's Flood Insurance Rate Map as areas of special flood hazard subject to a one percent or greater annual chance of flooding.
- 8. Wellhead protection areas as defined in this article, including potable water wells, cones of influence, and potable water well fields. (9) Surface waters identified as impaired under Section 303(d) of the Clean Water Act

The wetland complex identified within the study area will be subject to the regulatory purview of the State of Florida (District), Department of the Army Corps of Engineers, and Escambia County. Additionally, lands located 25-ft. landward of the delineated wetland boundary line is subject to the jurisdiction of the District and Escambia County.

The subject property does not contain any shoreline protection zones defined in Escambia County Land Development Code.

The subject property is not located within an Aquatic Preserve or Outstanding Florida Waters.

No state or federally listed plant or animal species and or designated habitats were confirmed as residing or existing within the subject property.

The subject property does not include any essential fish habitat identified or defined by the Magnuson-Stevens Act.

Escambia County's geographic information system suggests that the subject property is located within a 20-year Well Head Protection Zone (Figure 4). The 20-year Well Head Protection Zone is depicted by the light green polygon.

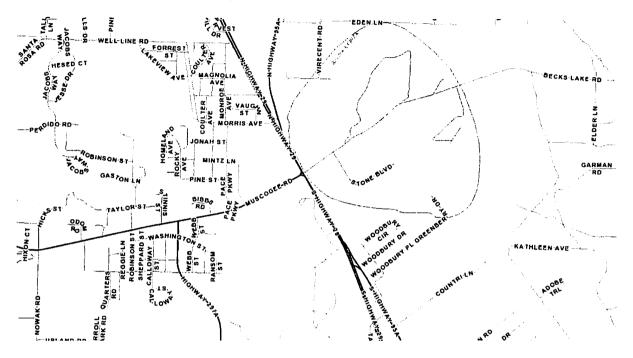


Figure 4. 20-year Well Head Protection Zone which is located throughout much of the subject property.

On behalf of Emerald Coast Utilities Authority (ECUA), CDM Smith developed seven and twenty year well head protection areas (WHPA) for several wells including Cantonment Well #40 which is located off of Beck's Lake Road near the subject property. The technical memorandum report prepared by CDM Smith is dated December 27, 2013 and appended as Exhibit B. Stated briefly, the report concluded the minimum time of travel from the water table to the Cantonment Well #40 is 31 years; therefore, there exists no 7- or 20-year WHPA for this well. CDM Smith concluded that the longer travel time is a result of several factors including the depth of the well; the increasing thickness of the Sand and Gravel Aquifer in this area and to the north; and potentially the influence of over 20 million gallons per day of International Paper withdrawals to the west. Based on the findings of this report, it is our opinion that the subject property is not located within either a 7- or 20-year WHPA.

The subject property is located entirely within an Area of Minimal Flood Hazard, Zone X as depicted on FEMA Flood Zone Panel 12033C02806, effective 09/29/2006.

This concludes our findings. The information presented within this report represents the professional opinion of the scientist that performed the work and is intended to furnish the client with an approximation of the status of natural resources on the site under consideration.

Questions regarding the contents or conclusions of this report can be directed to Keith Johnson or Craig Martin at either the address or telephone number listed on the title page.

8.0 List of Preparers

We declare that, to the best of our professional knowledge and belief, we have the specific qualifications based on education, training, and experience to complete an assessment of the subject property.

Keith Johnson Environmental Scientist

Years of Experience: 20

9.0 References

- Allen, M. 1988. Wildlife Survey Methodology Guidelines for Section 18.D of the Application for Development Approval. FG&FWFC, Tallahassee, FL.
- Environmental Laboratory. 1987. Corps of Engineers wetlands delineation manual. Technical Report Y-87-1. U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.
- Florida Department of Transportation, Surveying & Mapping Section. 1999. Florida Land Use, Cover And Forms Classification System Handbook, Third Edition.
- United States Department of Agriculture, Soil Conservation Service. 1985a. 26 Ecological Communities of Florida.
- United States Department of Agriculture, Soil Conservation Service. 1993. National soil survey handbook, title 430–VI. (Available in the State Office of the Natural Resources Conservation Service at Gainesville, Florida.)

Exhibit A – Wetland Delineation Sketch

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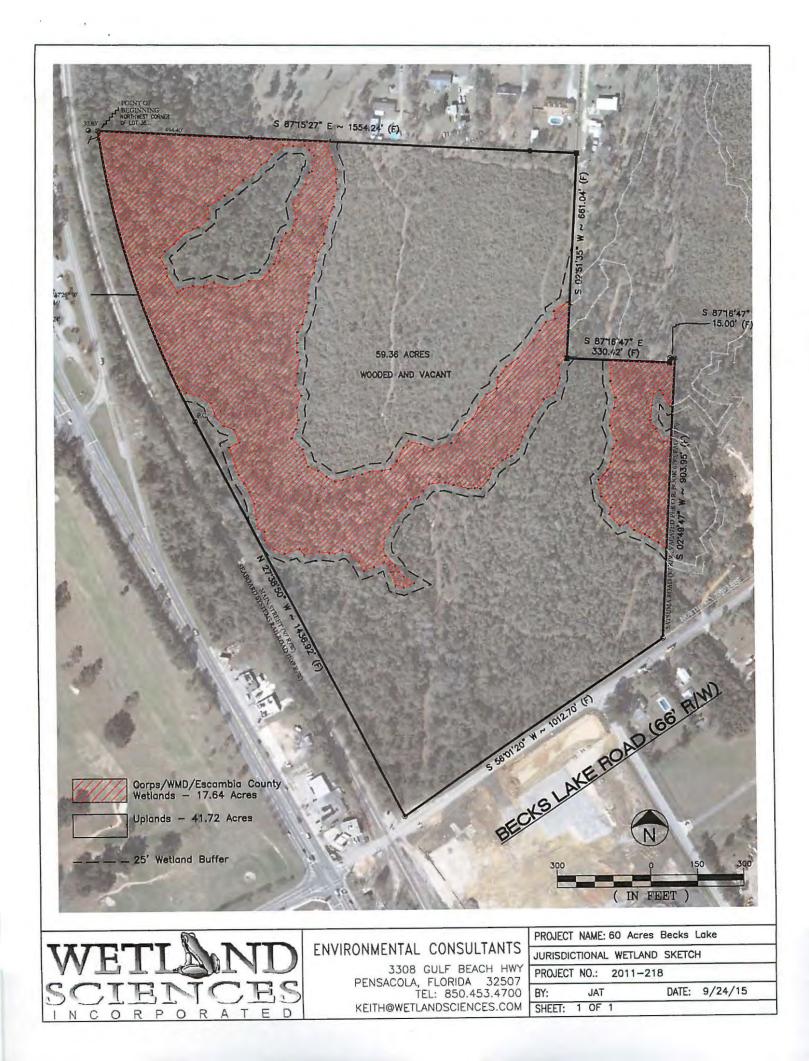


Exhibit B- CDM Smith December 27, 2013 Memorandum to ECUA

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Memorandum

To: Mr. Tom Dawson, ECUA Mr. Brian Reid, ECUA Mr. Timothy Haag, ECUA Mr. Ned McMath, ECUA

From: CDM Smith

Date: December 27, 2013

Subject: Task Order 13-01 Well Head Protection Area Development

CDM Smith is pleased to provide this technical memorandum summarizing the results for Task Order 13-01 Well Head Protection Area Development. Seven and 20-year well head protection area (WHPA) delineations were developed for the following Emerald Coast Utilities Authority (ECUA) wells:

Plant #6 Well #01

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Airport North Well #19

Sweeney Well #22

Carriage Hills #29

West Well #05

W Avery Well #08

F & Scott Well #09

Bronson Well #11

- Olive Well #20
- Hagler Well #06 Davis Well #21
- West Pensacola Well #07
 - Ensley Well #23
 - Broad Well #24
 - Dunaway Well #25

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- Lillian Well #10
 - University Well #27
- McAllister Well #18 OLF 4A Well #28

- Villa Well #37
- Royce Well #38
- Ellyson Well #39
 - Cantonment Well #40
- Tennant Well #41
- McCrory Well #42
- Humphreys Well #45

WHPA delineations were previously developed (CDM Smith, 2010) for the following six wells: Avondale #30, Spanish Trail #43, Muldoon #46, Nine Mile #47, Kingsfield #48, and George Watson #49. A seventh delineation for a proposed well (Equestrian Center well), was also developed; however, this well was not installed by ECUA. The model development and WHPA results for the 26 wells listed above are summarized in the following paragraphs and attached figures.

Flow Model Development

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The previously developed and calibrated Escambia County numerical groundwater flow model (CDM, 2008) was used to build the flow model for the WHPA delineations. The model uses the finite-element code DYNFLOW, which is capable of fully simulating three-dimensional multi-layer aquifer systems, including both confined and unconfined aquifers. The basis for the model was the Northwest Florida Water Management District's (NWFWMD) original SWICHA model (Roaza, 1993 and Richards, 1997); however, because the SWICHA code did not allow for simulation of unconfined aquifers, the model was recreated and updated using DYNFLOW. As a result, the surficial zone of the Sand-and-Gravel aquifer, which was not part of the SWICHA model, was included during model development and calibration.

The flow model was updated to support WHPA delineations by incorporating additional model nodes and elements in the vicinity of the subject wells. Node spacing, which was originally on the order of 1,000 feet in the ECUA service area, was reduced to approximately 200 to 400 feet around each well. The updated model grid is shown in **Figure 1**. Material properties and other model attributes were interpolated onto the new model grid from the previously calibrated regional flow model.

For the purpose of simulating source water contributing areas to each well, new flow fields were developed using long-term average rates of precipitation and recharge. Long term average precipitation rates were previously determined to be 62.8 inches per year and recharge was estimated at 13.8 inches per year, or approximately 22 percent of average annual precipitation.

For the purpose of developing the 7- and 20-year WHPA, each ECUA well was modeled at its currently permitted maximum daily withdrawal rate while all other ECUA supply wells were modeled at their FY 2012 average pumping rate. In this manner, 26 separate flow fields were created. This approach was selected because the simultaneous use of maximum permitted daily rates for all ECUA wells results in an unrepresentative flow field with areas of excessive drawdown. For example, in certain locations such as the area south of I-10 and east of I-110, the use of maximum daily rates at all ECUA wells is simulated to cause the water table to drop below the surficial zone (SZ). Accurately representing saturated groundwater flow in the surficial zone is important in determining the shape and location of the WHPA. Furthermore, the combined pumping of all modeled ECUA wells at their permitted maximum daily rate is 84 million gallons per day (mgd). This is higher that ECUA's permitted maximum combined single-day withdrawal rate of 74 mgd. The maximum permitted daily rates and FY 2012 average rates for all ECUA wells are shown in **Table 1**.

The previous WHPA delineations prepared by the NWFWMD were based on the average daily pumping of May through September, the five highest use months of the year (Pratt, 1997). The use of maximum permitted daily rates for each well being assessed, combined with average daily rates for all other wells, reflects a slightly more conservative approach resulting in slightly larger 7- and

20-year contributing areas to each well; however, this approach is reasonable given that ECUA may, at any time, withdraw water from any of its supply wells at the maximum permitted daily rate.

Permitted industrial and public supply wells not part of ECUA's system were modeled at calendar year 2012 rates. In instances where 2012 pumping rates were not available or appeared questionable, 2011 rates were used. Table 2 lists pumping rates for all non-ECUA industrial and public supply wells included in the model.

Model Results

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The mass transport code, DYNTRACK, coupled with the DYNFLOW-derived steady state flow field was used to delineate 7- and 20-year WHPAs to the 26 wells listed on page 1, not including the 6 wells which were previously assessed in 2010. Particles representing source water were uniformly spaced in 100-foot increments at the water table across the model and allowed to migrate forward in time under the long-term simulated flow field for a period of 20 years. As particles move through the saturated zone of the Sand and Gravel aquifer, the model records the coordinates of their positions over time (in 30 day increments). The starting positions of those particles that are removed at supply wells are documented to delineate the surface area contributing recharge to each supply well, which in this case are the 7- and 20-year WHPAs. The WHPAs are then drawn by surrounding the starting locations of particles removed by the well with a polygon using ArcGIS. During this procedure, some smoothing takes place to improve the presentation of the WHPA. This smoothing also helps account for variability associated with recharge and pumping rates of the subject well and surrounding wells.

Model-delineated 7- and 20-year WHPAs are shown for all ECUA wells in **Figure 2. Figures 3** through **12** provide the WHPAs by area (e.g. north, east, central, etc.) and in relation to roads and aerial imagery. The previously developed WHPAs for well numbers 30, 43, 46, 47, 48, and 49 are also shown. Because 26 separate flow fields were developed using the maximum permitted daily rate for each well being assessed and the average rate for all other wells, the 20-year WHPAs overlap in some instances. For example, the WHPAs for the five wells in the vicinity of the Pensacola Airport (**Figures 5 and 6**) each have some amount of overlap with their 20-year WHPA. This overlap would not exist if only one flow field were used; however, the overlap does help represent the fact that changes in pumping rates impact the size and shape of the WHPA and that the WHPAs based on the maximum permitted daily pumping rates are conservative.

The minimum time of travel from the water table to the Cantonment Well #40 is 31 years; therefore, there exists no 7- or 20-year WHPA for this well. The longer travel time is a result of several factors including the depth of the well; the increasing thickness of the Sand and Gravel Aquifer in this area and to the north; and potentially the influence of over 20 mgd of International Paper withdrawals to the west.

The shapes of WHPAs are influenced by a number of factors, including but not limited to recharge rates, vertical and horizontal hydraulic gradients, and permeability differences in materials

WHPA 2013 Memo_FINALd

representing the layers of the Sand and Gravel aquifer, especially the Low Permeability Zone (LPZ). In many instances, WHPA shapes are significantly influenced by nearby major industrial and/or supply wells which compete for the same water. This competition for water may result in noncircular shapes.

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Model Assumptions

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Groundwater models are simplified representations of real world conditions and incorporate several simplifying assumptions. The WHPA delineations documented here were developed based on the following assumptions:

- Long-term average annual rates of precipitation and recharge remain constant;
- The locations of supply wells and elevations of screen intervals remain constant;
- Water supply pumping rates remain constant;
- The time it takes for a particle of water to travel through the unsaturated portion of the aquifer is not considered. Both simple and complex methods for developing WHPAs, including complex numerical, modeling based methods like those used here, take a conservative approach and do not account for travel time through the unsaturated zone. In instances where the water table is close to the surface, the time of travel in the unsaturated zone is generally short. WHPAs are more conservative in instances where the water table is deeper, and the time of travel may be more heavily influenced by low permeability zones which may slow movement and/or cause perched conditions.
- In the WHPA modeling, the time it takes for a particle of water to travel from the water table to the well screen considers advection only. Advection describes the transport of a particle simply due to the bulk flow of water. Advection is the primary process by which solutes move in the groundwater. The direction of transport coincides with that of groundwater and mass transport takes places at the average linear velocity of the groundwater.
- Dispersion is not considered when developing the WHPA delineations. Dispersion refers to the spreading and mixing caused by molecular diffusion and by the variations in velocity with which water moves at different scales. Dispersion is defined as the sum of the mechanical dispersion and the diffusion. Mechanical dispersion is mixing that occurs as a consequence of local variations in velocity around some mean velocity of flow. Diffusion is spreading of solutes due to molecular diffusion in response to concentration gradients within the groundwater. Mechanical dispersion and diffusion are generally not considered when using numerical models to develop WHPAs.
- The time it takes for a contaminant to reach a supply well may be longer due to the effects of retardation. Retardation occurs due to the process of adsorption/desorption of a solute on soil grains. Retardation was not considered when developing the WHPA delineations.

These assumptions are appropriate for planning purposes for areas of relatively stable population, development and land use. It should also be noted that the contributing areas to supply wells can change considerably should additional wells (not simulated in this analysis) be installed and operated in close vicinity to other supply wells or if particular wells are taken out of service for an extended period of time.

References

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CDM Smith, 2008. Escambia County Groundwater Flow Model, Emerald Coast Utilities Authority.

CDM Smith, 2010. Task Order 10-1 Well Head Protection Areas. Memorandum dated May 20th, 2010 to Mr. Tom Dawson, Mr. Tim Colley, and Mr. Tim Haag.

Pratt, Thomas R., 1997. Wellhead Protection Area Delineation in Southern Escambia County, Florida, Water Resources Special Report 97-4, Northwest Florida Water Management District.

Richards, C.J., T.R. Pratt, and K.A. Milla, 1997. Wellhead Protection Area Delineation in Southern Escambia County Florida, Northwest Florida Water Management District, Water Resources Special Report, 97-4, 52 pgs.

Roaza, H.P., T.R. Pratt, and C.J. Richards, 1993. Numerical Modeling of Ground Water Flow and Contaminant Transport in the Sand-and-Gravel Aquifer, Escambia County Florida, Northwest Florida Water Management District, Water Resources Special Report, 93-4, 91 pgs.

Table 1

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Pumping Rates Used for WHPA Delineations

	Maximum Perr	FY 11-12 Average Rate			
ECUA Supply Well	Gallons per Day	Gallons per Minute	Gallons per Minute		
	(gpd)	;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;;	(gpm)		
Plant 6 #01	2,880,000	2,000	461		
West #05	2,880,000	2,000	408		
Hagier #06	2,880,000	2,000	. 1,097		
West Pensacola #07	2,880,000	2,000	639		
W & Avery #08	2,880,000	2,000	1,114		
F & Scott #09	2,880,000	2,000	95		
Lillian #10	2,880,000	2,000	527		
Bronson #11	1,080,004	750	309		
McAllister #18	2,880,000	2,000	872		
Airport North #19	2,880,000	2,000	709		
Olive #20	1,728,000	1,200	417		
Davis #21	2,880,000	2,000	0		
Sweeney #22	2,880,000	2,000	607		
Ensley #23	1,728,000	1,200	0		
Broad #24	2,880,000	2,000	608		
Dunaway #25	2,880,000	2,000	880		
University #27	2,880,000	2,000	548		
OLF 4A #28	2,880,000	2,000	842		
Carriage Hills #29	1,440,000	1,000	127		
Avondale #30	2,880,000	1,500	961		
Villa #37	2,160,000	2,000	584		
Royce #38	2,880,000	2,000	361		
Ellyson #39	2,880,000	1,500	732		
Cantonment #40	2,160,000	1,200	1,251		
Fennant #41	1,728,000	2,000	709		
McCrory #42	2,880,000	2,000	905		
Spanish Trail #43	2,880,000	2,000	1,202		
lumphreys #45	2,880,000	2,000	79		
Muldoon #46	1,080,004	750	1,238		
Nine Mile #47	4,320,000	3,000	1,435		
Kingsfield #48	2,880,000	2,000	1,092		
George Watson #49	3,240,004	2,250	1,906		

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WHPA delineations were developed for the six shaded wells in 2010.

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Table 2

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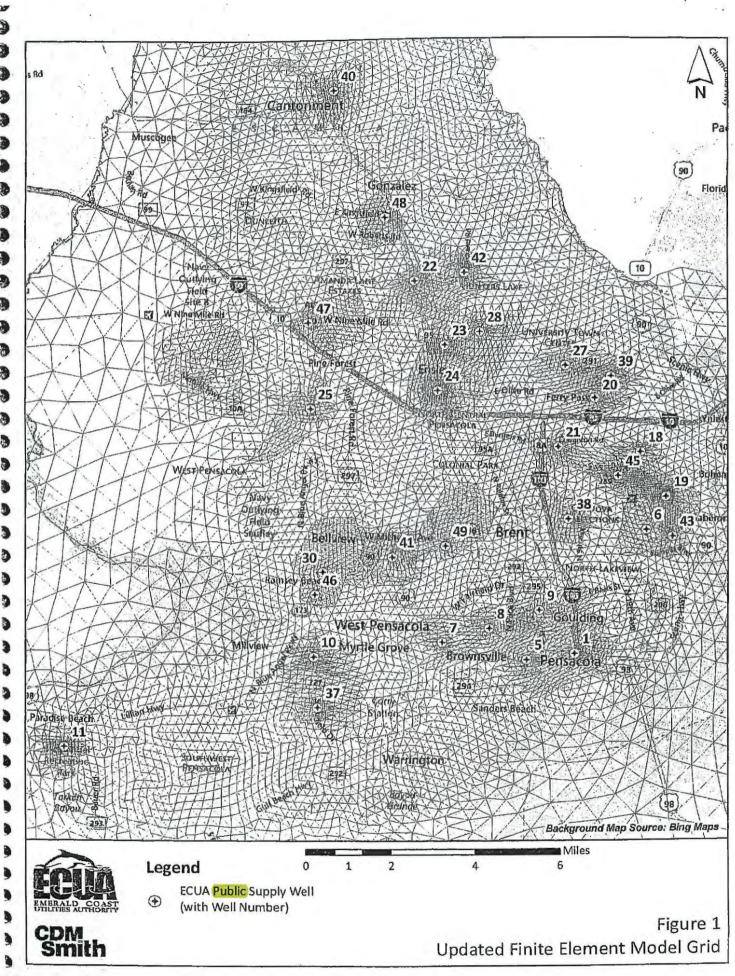
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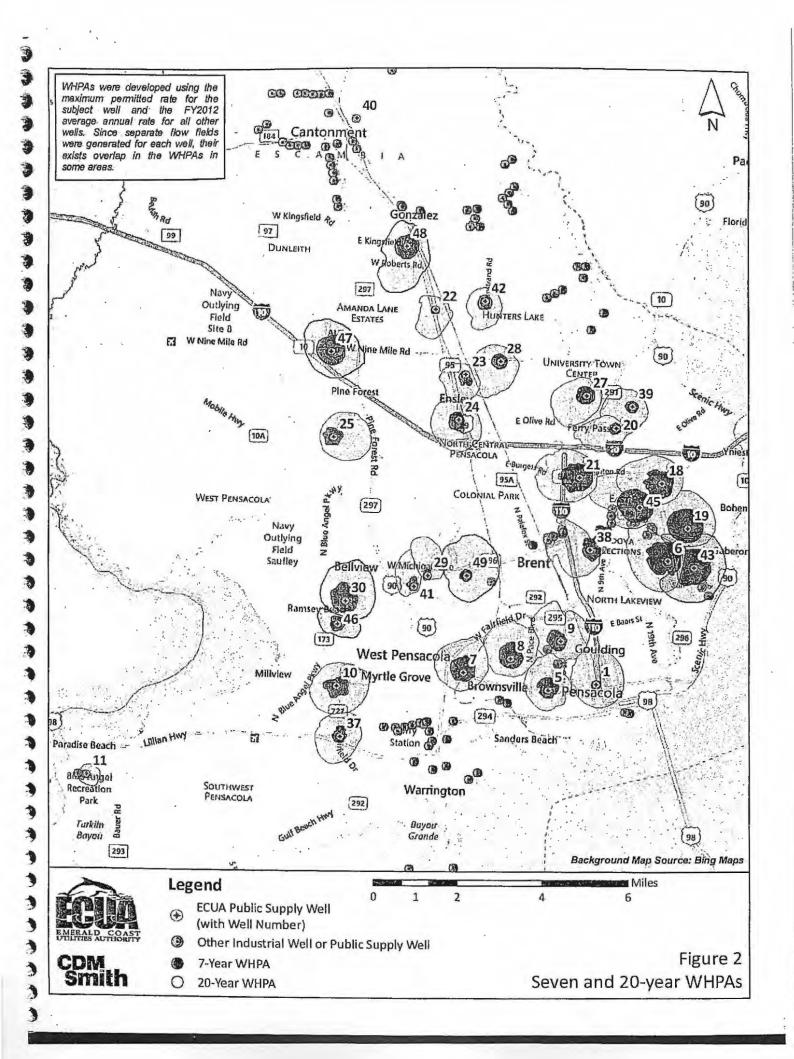
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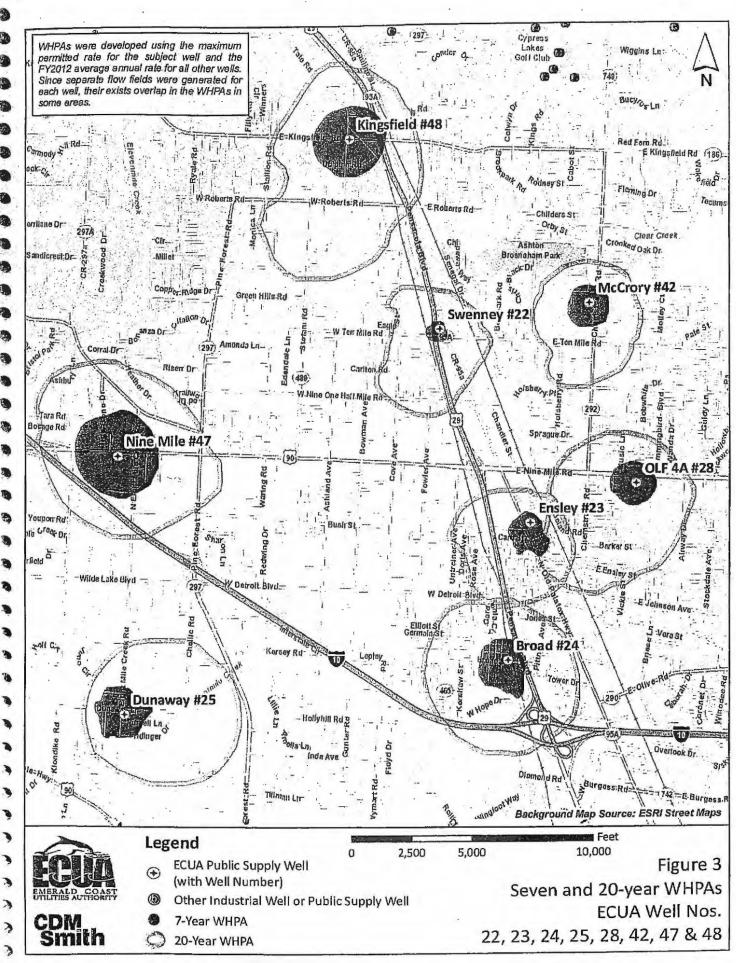
Pumping Rates Used for Non-ECUA Industrial and Public Supply Wells

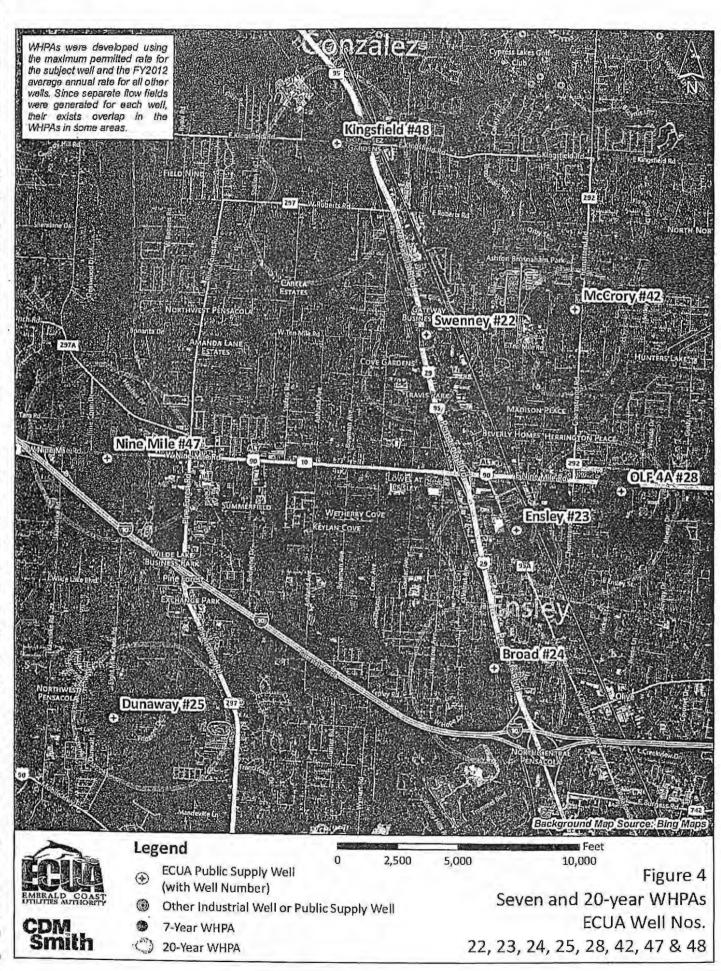
- Industrial	Gallons per Day (gpd) ¹	industrial.	Gallons per Day (cpd) ¹	Public or Industrial	
Supply Well	a service of the serv	Supply Well	a gunana u againte actu	Supply Well	ekt ka gikarita
MOUNO#3	501,161	CHAMP#9	868,982	PJC#1	Q
MOLINO#2	63,746	CHAMP#10	823,772	PEN_CHR#3	29,868
MOUNO#1	65,257	CHAMP#11	868,982	PEN_CHR#4	16,381
MOUNO#4	129,541	CHAMP#12R	823,772	PEN_CHR#5	16,763
CENTURY#3	253,210	CHAMP#13	0	PEN_CHR#6	18,626
CENTURY#1	94,728	CHAMP#138	868,982	PEN_CHR#7	. 254
CENTURY#2	139,041	CHAMP#17	935,951	PEN_CHR#8	1,937
PEOPLES#4	156,BS1	CHAMP#20	935,951	PEN_CHR#9	3,112
PEOPLES#3	617,462	CHAMP#22	935,951	PEN_CHR#10	0
PEOPLES#9	566,650	CHAMP#23	747,602	PEN_CHR#11	47,806
PEOPLES#5	289,481	CHAMP#23R	935,951	PEN_AIR#2	1,691
PEOPLES#8	601,926	CHAMP#25R	747,602	PEN_AIR#1	4,944
GÓNZALEZ#2	135,323	CHAMP#29	935,951	PEN_AIR#3	2,745
GONZALEZ#1	35,688	CHAMP#30	935,951	PEN_AIR#4	5,221
gonzalez#3	336,314	CHAMP#31	935,951	WALNHILL#1	64,052
SOLUTIAPW-B	969,485	CHAMP#32	935,951	WALNHILL#2	105,343
SQLUTIAPW-10	1,438,369	CHAMP#33	935,951	WALNHILL//3	79,551
SOLUTIAPW-D	12,088	CHAMP#34	935,951	CENTRAL#1	٥
SOLUTIAPW-C	1,587,172	CHAMP#35	935,951	CENTRAL#2	0
SQLUTIAPW-9	0	CRISTPLANT#6	540,305	CENTRAL#3	0
SQLUTTAPW-7A	161,489	CRISTPLANT#S	517,064	CENTRAL#4	124,597
SQLUTIAPW-6	0	CRISTPLANT#3	366,332	CENTRAL#5	0
SQLUTIAPW-5	0	CRISTPLANT#4	330,218	WASH_H#2	O
SQLUTIAPW-8	435,590	CRISTPLANT#2	o	PNS_H#1	0
SOLUTIAPW-2	0	CRISTPLANT#7	446,347	LOSTKEY	0
SQLUTIAPW-E	1,635,830	FARMHIL	0	SH_H#1	34,640
SQLUTIAPW-AA	976,591	FARMHILU/3	245,199	SH_H#3	1,346
CORRY#16	23,301	FARMHILL#2	27,071	SH_H#2	43,258
CORRY#12	167,914	FARMHILL#4	215,450	SH H#4	2,700
CORRY#9	254,541	BAYVIEWM#2	Ō	SH H#5	1,234
CORRY#11	256,688	BAYVIEWM#4	43,071	COTTAGE#2	0
CORRY#15	274,678	BAYVIEWM#5	18,753	COTTAGE#1	3,890
CORRY#13	121,956	GULFPOW#1	23,974	COTTAGE#3	36,929
CORRY#14	213,393	GULFPOW#2	0	COTTAGE//4	274,162
CORRYIF7	265,178	BRATT-DV#1	67.007	NAS PEN#2	0
CORRY#10	260,630	BRATT-DV#2	27,460	NAS PEN#3	0
CORRY#8	190,781	BRATT-DV#3	72,819	PERD BAYCC	0
CHAMP_INT#1	3,403	BRATT-DV//4	0	PENS CC	44,544
CHAMP#1	1,134,489	REICHOLD#14	128,531	NPWC#1	0
CHAMP#2	1,134,489	REICHOLD#11	43,647	NPWC#2	D
CHAMP#03	868,982	BAPT H#5	43,017	NPWC#3	0
CHAMP#5	868,982	BAPT H#G	o	LK- CHARL#1	0
CHAMP//6	868,982	PIC#3	0	UWF#1	0
CHAMP#7	868,982	PJC#2	0	UWF#2	0
CHAMP#8	868,982	PJC#4	0	SOLUTIA GOLF	112

WHPA 2013 Memo_FINAL docx



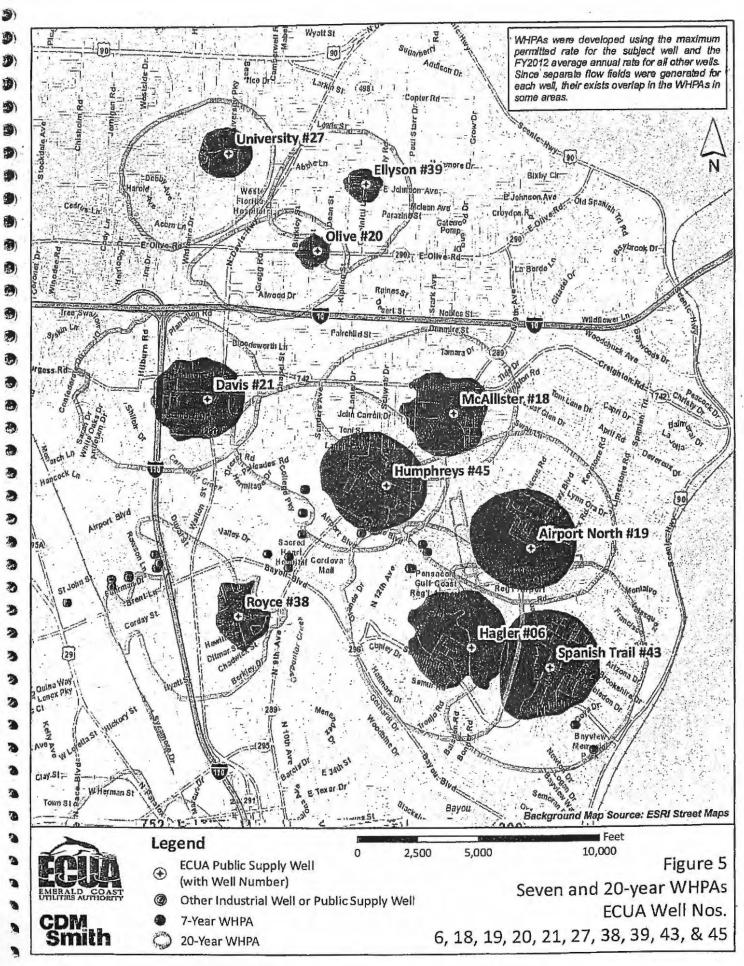






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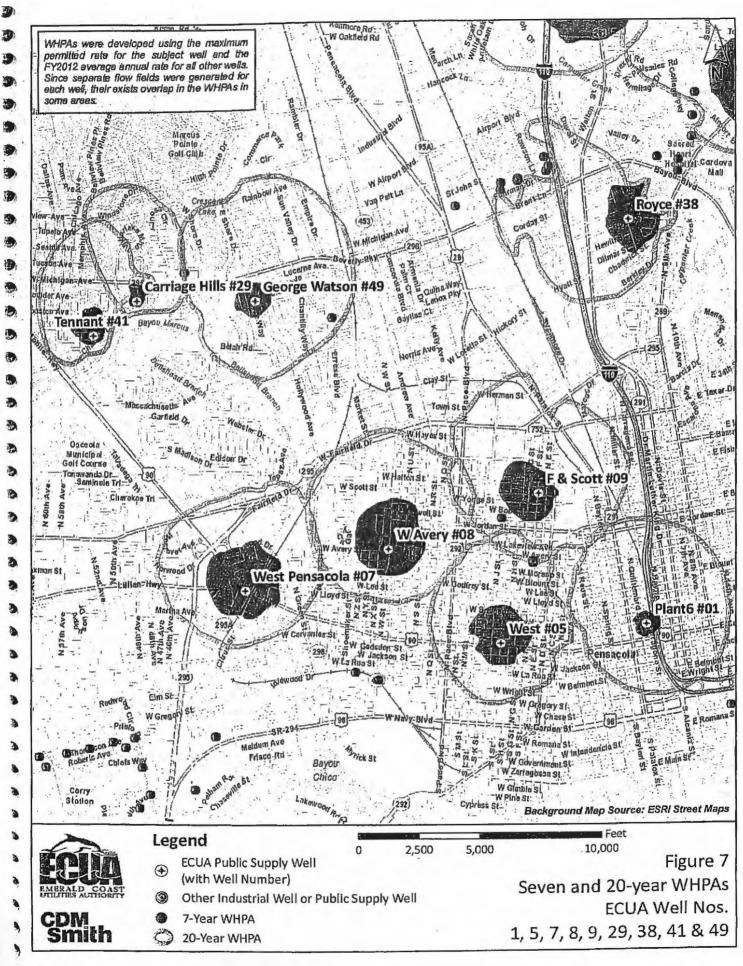


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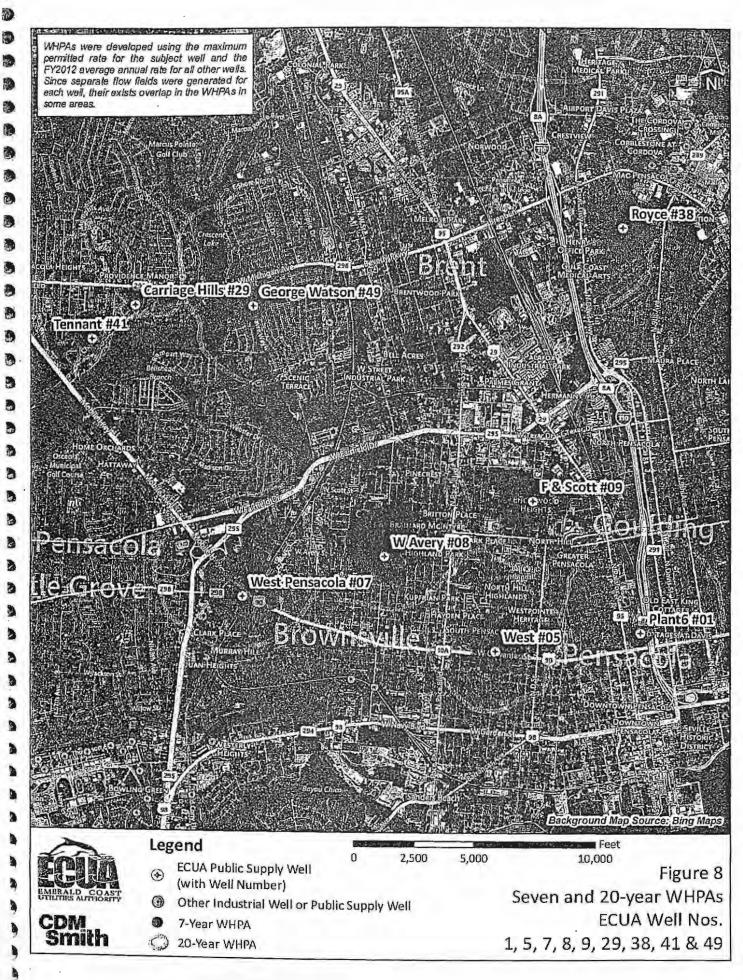


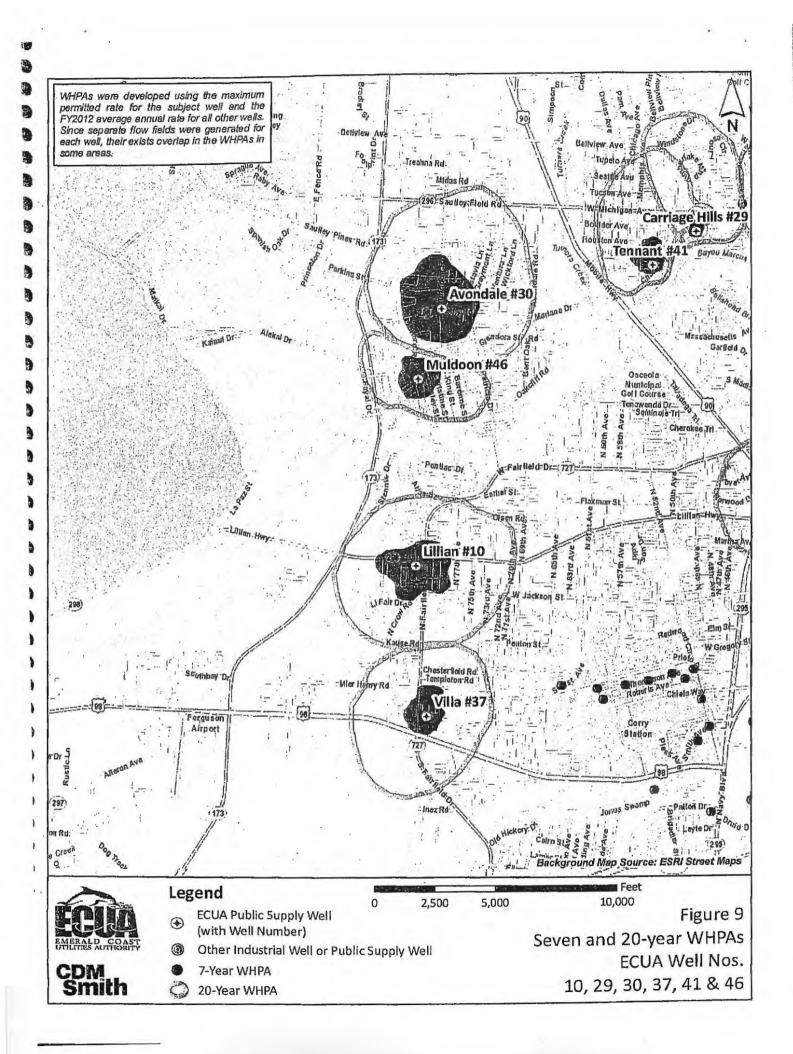
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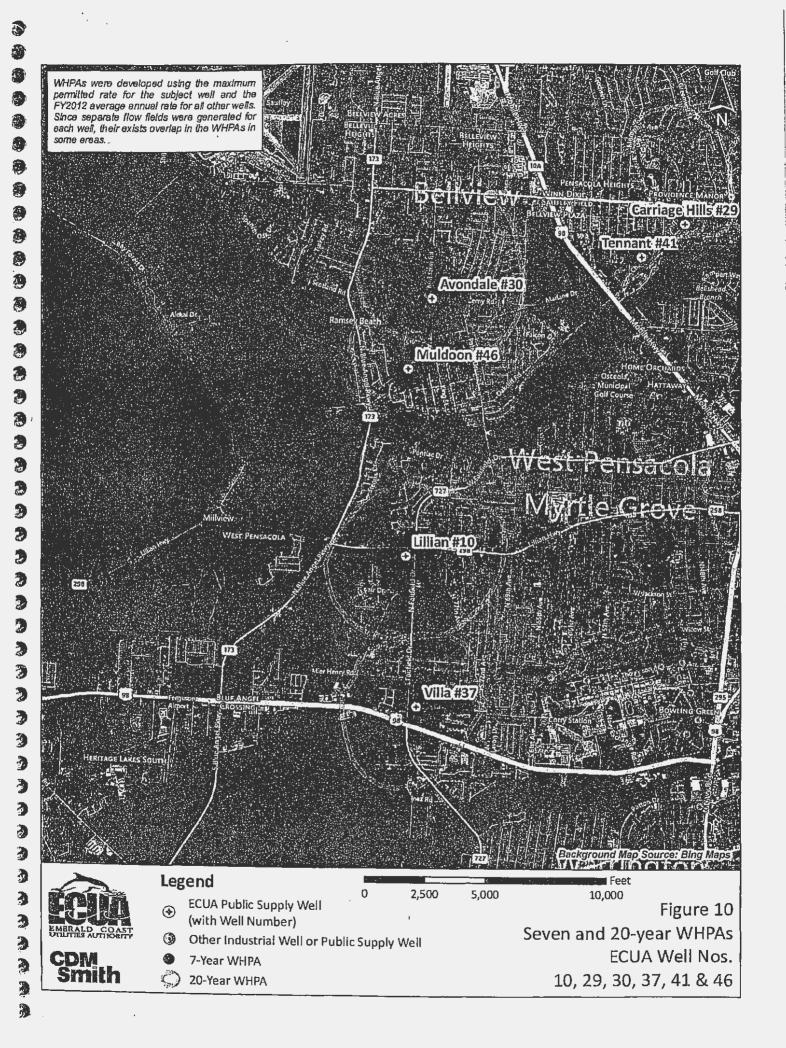


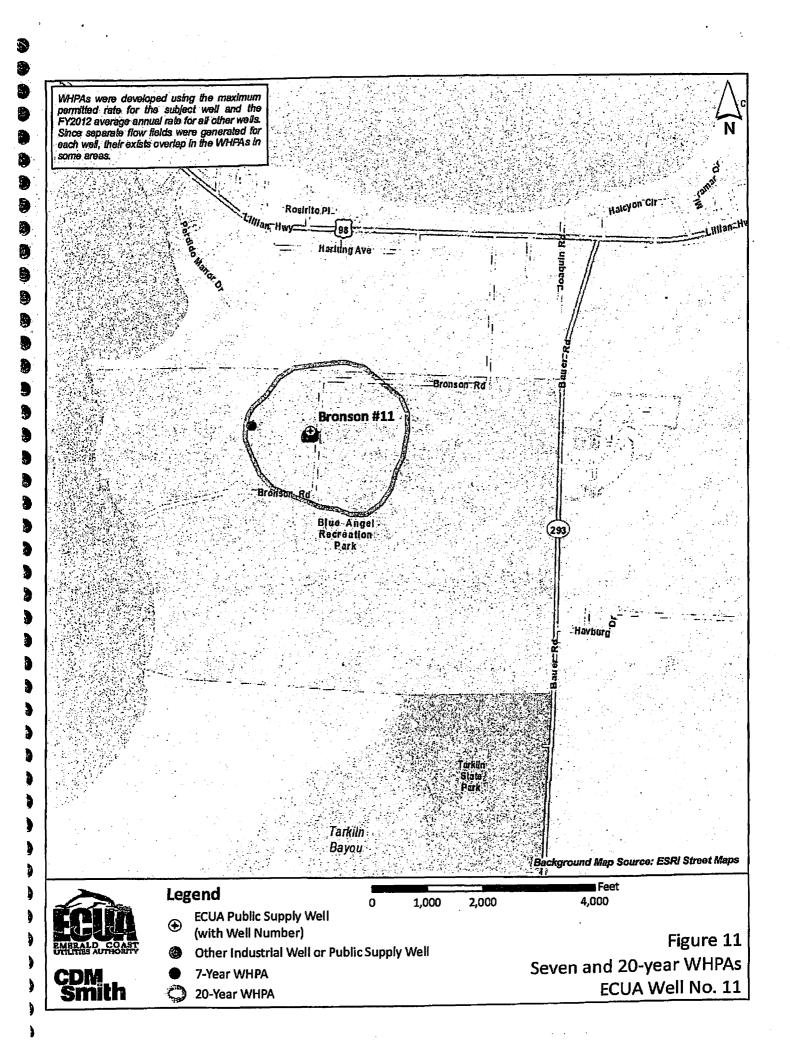
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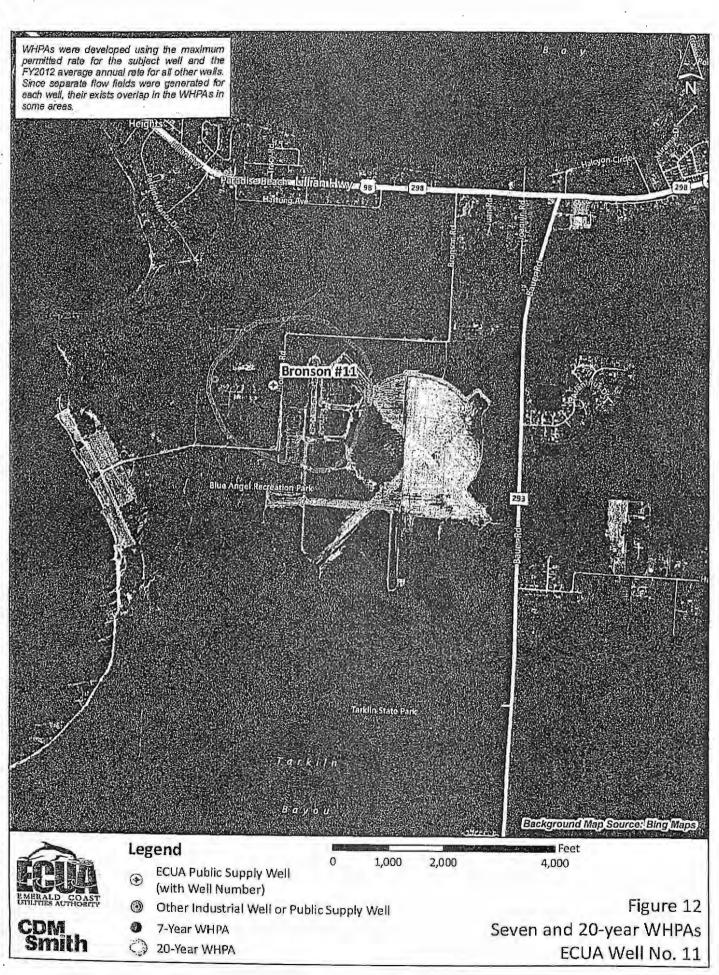
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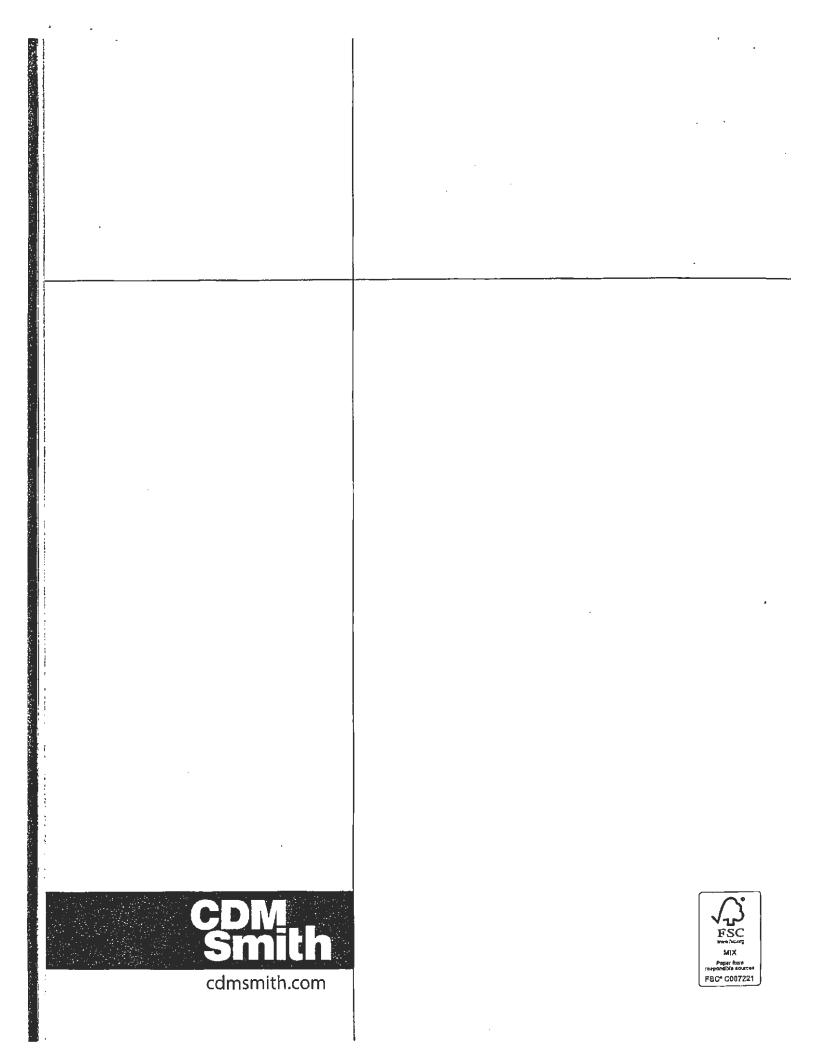












Escambia County Property Appraiser Mobile Map

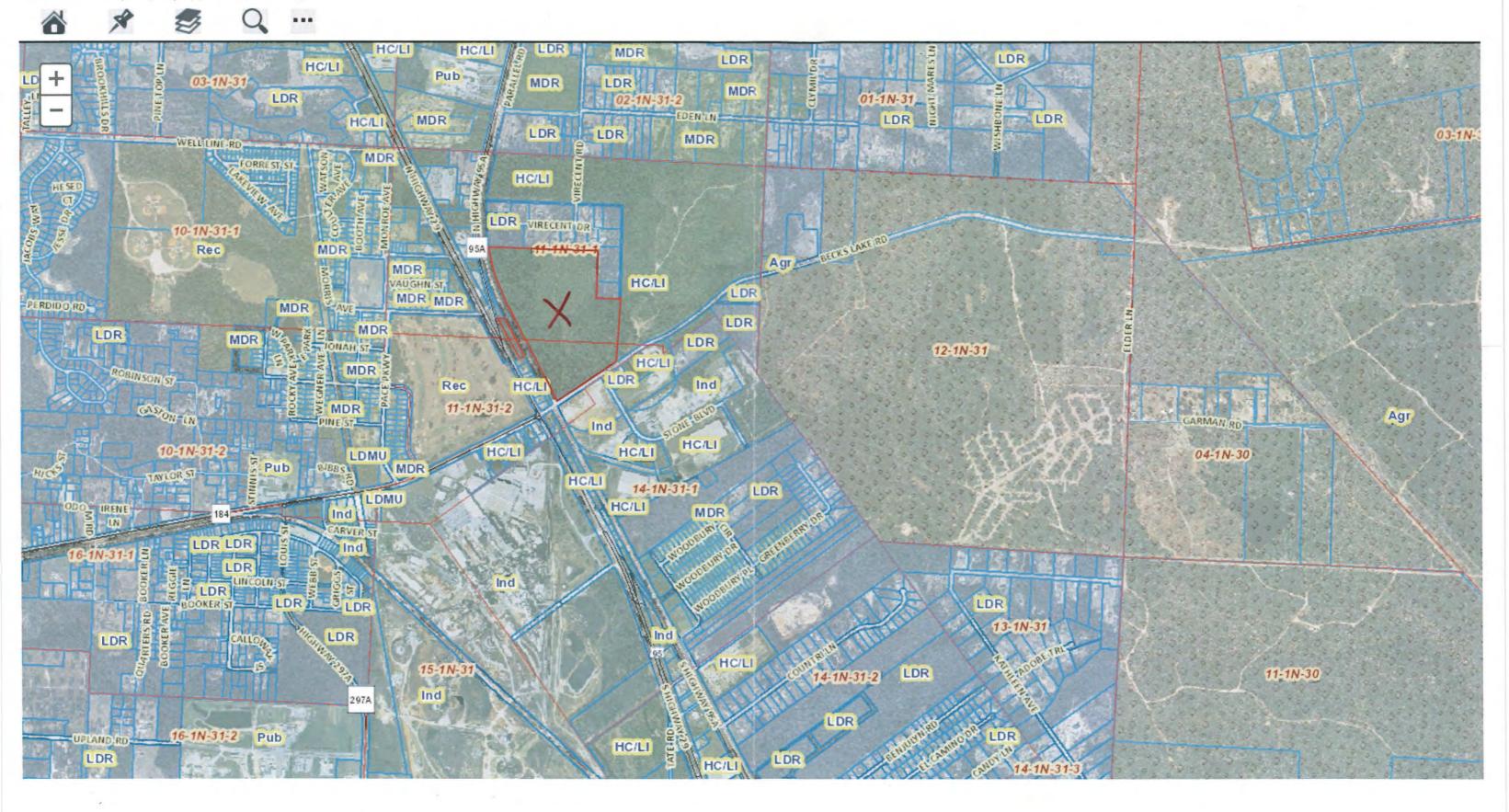


EXHIBIT 8



November 30, 2015

Mr. Tom Hammond, P.E. Hammond Engineering, Inc. 3802 North 'S' Street Pensacola, Florida 32505

Subject: BLACK GOLD II PRELIMINARY GEOTECHNICAL EXPLORATION Cantonment, Escambia County, Florida NOVA Project Number 8215146

Dear Mr. Hammond,

NOVA Engineering and Environmental, LLC (NOVA) has completed the authorized subsurface exploration and preliminary geotechnical engineering evaluation for the Black Gold II site in Cantonment, Escambia County, Florida. The work was performed in general accordance with NOVA Proposal No. 016-20152479 (dated October 12, 2015), and industry standards.

This letter forwards the results of our preliminary Geotechnical exploration for the subject site. The purpose of the exploration was to preliminarily evaluate the near surface soils present on the site to ascertain whether or not unsuitable materials are present that may prove detrimental to the desired development of the site.

Project Description

Based on the provided preliminary information, we understand that the subject property could potentially be used as a borrow source for sandy soils to be used in earthworks operations. Our services were requested to perform preliminary soil borings across the property to determine the vertical and horizontal extent of sandy subsurface strata that might be present above the underlying more clayey strata that are prevalent in the region.

Site Location and Description

The subject property is located on the north side of Becks Lake Road several hundred feet east of Pensacola Boulevard in Cantonment, Escambia County, Florida. At the time of our field exploration, the subject property was primarily undeveloped woodlands, although several jeep trails traversed the property. A visual estimate of site topography was not possible due to the existing site vegetation.

Employee Owned - Client Driven

Environmental Consulting – Geotechnical Engineering – Construction Materials Testing - Inspection Services Facility Engineering - Building Envelope Consulting - Loss Prevention - Code Compliance Municipal Support/Outsourcing – Private Provider Services™



Subsurface Description

The borings encountered variable subsurface conditions, and will be discussed separately in general terms below.

Beneath roughly 6 to 12 inches of topsoil, the Standard Penetration Test (SPT) borings performed in the western, central and southern portions of the site (Borings B-1, B-2 and B-3) generally encountered mixed strata of very loose to dense fine-grained sands to clayey sands (USCS classifications of SP, SP/SM, SM, SM/SC and SC) to depths varying between about 23 feet to greater than 30 feet below existing grade (b.e.g.) underlain by soft to stiff high-plasticity (i.e., "fat") clay (CH) to the maximum depth explored of about 30 feet b.e.g.

Beneath roughly 6 to 12 inches of topsoil, the Standard Penetration Test (SPT) borings performed in the northeastern portion of the site (Borings B-4 and B-5) generally encountered mixed strata of very loose to medium dense fine-grained slightly silty sands to clayey sands (SP/SM, SM, SM/SC and SC) to depths varying between about 6 feet to 8 feet b.e.g., underlain by medium stiff to hard fat clay (CH) to roughly 18 feet to 20 feet b.e.g., in turn underlain by mixed strata of very loose to medium dense fine-grained slightly clayey to clayey sands (SP/SC and SC) and very stiff fat clay (CH) to the maximum depth explored of about 30 feet b.e.g.

Please refer to the Log of Boring Records provided in the attached Appendix for the subsurface conditions encountered at the specific boring locations.

Significant zones of perched groundwater were encountered in the test borings at depths varying between about 4 feet to 22 feet b.e.g. during our field exploration, which occurred during a period of normal to slightly above normal seasonal rainfall. We estimate that the normal permanent seasonal high groundwater (SHGW) table for this property can be assumed to remain at a depth greater than 30 feet b.e.g. during the wet season, but the perched groundwater zones found in the test borings can also be assumed to remain beneath this site relatively permanently given the presence of the underlying impermeable fat clays.

Discussion

Based on the results of our field exploration, the subsurface conditions encountered in the western, central and southern portions of this site (i.e., the areas represented by Borings B-1, B-2 and B-3) appear to be suitable for utilizing these areas as borrow sources for fill soils on commercial projects, provided the materials are excavated only down to the underlying fat clay (CH) soils and no deeper to preserve the relatively impermeable barrier that prevents regional infiltration of untreated storm or surface waters into the underlying aquifer present beneath the fat clay zone. The subsurface conditions identified in the northeastern portion of the property that is approaching adjacent wetlands (i.e., the area represented by Borings B-4 and B-5) do not appear to be suitable for utilizing this area as a borrow source due to the very shallow depths of available potential borrow materials above the fat clay zone noted above.



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We appreciate your selection of **NOVA** and the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely, NOVA ENGINEERING AND ENVIRONMENTAL, LLC

Phil Kauzlarich, P.E. Project Engineer

William L. Lawrence, P.E. Branch Manager

Attachments: <u>Appendix</u> Site Location Map USDA NRCS Soil Survey References Boring Location Plan Key to Symbols and Classifications Log of Boring Records (5) Qualification of Recommendations ASFE Information about Geotechnical Reports



APPENDIX A FIGURES & MAPS

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MAP LEGEND				MAP INFORMATION			
S X	erest (AOI) Area of Interest (AOI) Soil Map Unit Polygons Soil Map Unit Lines Soil Map Unit Points Point Features Blowout Borrow Pit Clay Spot	اللہ میں ایک	Spoil Area Stony Spot Very Stony Spot Wet Spot Other Special Line Features	The soil surveys that comprise your AOI were mapped at 1:24,0 Warning: Soil Map may not be valid at this scale. Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil I placement. The maps do not show the small areas of contrastin soils that could have been shown at a more detailed scale. Please rely on the bar scale on each map sheet for map measurements. Source of Map: Natural Resources Conservation Service Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov Coordinate System: Web Mercator (EPSG:3857)			
○※:◎~→☆ ◎ ◎ → + ∵	Closed Depression Gravel Pit Gravelly Spot Landfill Lava Flow Marsh or swamp Mine or Quarry Miscellaneous Water Perennial Water Rock Outcrop Satine Spot	Backgrou	Interstate Highways US Routes Major Roads Local Roads nd Aerial Photography	 Maps from the Web Soil Survey are based on the Web Mercato projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accuracalculations of distance or area are required. This product is generated from the USDA-NRCS certified data as the version date(s) listed below. Soil Survey Area: Escambia County, Florida Survey Area Data: Version 12, Sep 28, 2015 Soil map units are labeled (as space allows) for map scales 1:50,0 or larger. Date(s) aerial images were photographed: Jan 31, 2015—Mar 2015 The orthophoto or other base map on which the soil lines were 			
	Sandy Spot Severely Eroded Spot Sinkhole Slide or Slip Sodic Spot			compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shi of map unit boundaries may be evident.			



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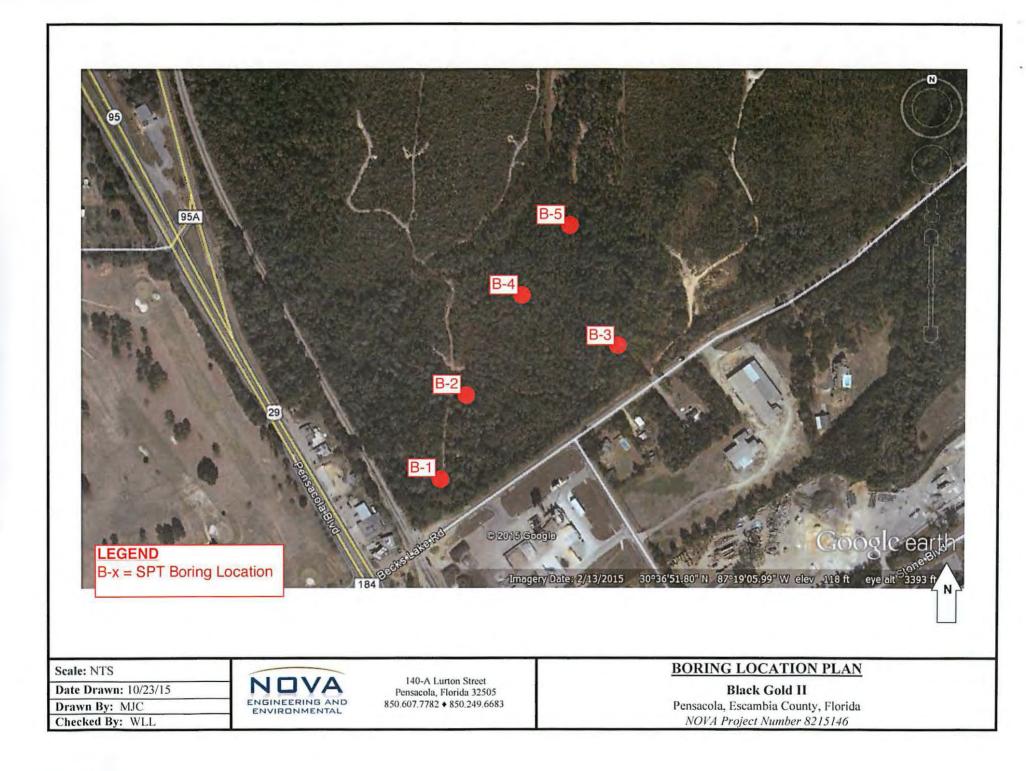
Escambia County, Florida (FL033)							
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI				
22	Urban land	1.0	0.2%				
24	Poarch sandy loam, 0 to 2 percent slopes	107.9	26.4%				
25	Poarch sandy loam, 2 to 5 percent slopes	39.7	9.7%				
26	Poarch sandy loam, 5 to 8 percent slopes	35.3	8.6%				
27	Escambia fine sandy loam, 0 to 2 percent slopes	14.1	3.5%				
38	Bonifay loamy sand, 0 to 5 percent slopes	81.9	20.1%				
39	Bonifay loamy sand, 5 to 8 percent slopes	7.7	1.9%				
43	Albany sand, 0 to 5 percent slopes	2.3	0.6%				
49	Dorovan muck and Fluvaquents, frequently flooded	18.7	4.6%				
50	Bigbee-Garcon-Fluvaquents complex, flooded	3.5	0.8%				
51	Pelham loamy sand, 0 to 2 percent slopes	19.6	4.8%				
52	Robertsdale sandy loam, 0 to 1 percent slopes	37.0	9.1%				
54	Troup-Poarch complex, 8 to 12 percent slopes	39.6	9.7%				
67	Notcher-Maubila complex, 2 to 5 percent slopes	0.1	0.0%				
Totals for Area of Interest		408.2	100.0%				

Map Unit Legend



APPENDIX B SUBSURFACE DATA

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KEY TO BORING LOGS

				UNIFIED		SIFICAT		
SYMBOLS AND ABBREVIATIONS								
<u>SYMBOL</u>	DESCRIPTION		MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES	
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spcon 1 Foot	sieve*	.e.	GRAVELS	CLEAN GRAVELS	GW	Well-graded gravels and gravel- sand mixtures, little or no fines	
WOR	Weight of Drill Rods		200 sie	50% or more of		GP	Poorly graded gravels and gravel-sand mixtures, little or no fines	
WOH	Weight of Drill Rods and Hammer			coarse fraction retained on	GRAVELS	GM	Silty gravels and gravel-sand- silt mixtures	
	Sample from Auger Cuttings		GRAINED (No. 4 sieve WITH FINES		GC	Clayey gravels and gravel- sand-clay mixtures	
	Standard Penetration Test Sample		E-GRA ained o	SANDS	CLEAN SANDS	SW**	Well-graded sands and gravelly sands, little or no fines	
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)		COARSE-GRAINED SOILS 50% retained on the the No.	SANDS More than 50% of coarse	5% or less passing No. 200 sieve	SP**	Poorly graded sands and gravelly sands, little or no fines	
% REC	Percent Core Recovery from Rock Core Drilling		More than	fraction passes No.	SANDS with 12% or more	SM**	Sitty sands, sand-silt mixtures	
RQD	Rock Quality Designation		Ŵ	4 sieve	passing No. 200 sieve	SC**	Clayey sands, sand-clay mixtures	
\mathbf{V}	Stabilized Groundwater Level	-					Inorganic silts, very fine sands, rock flour, silty or clayey fine sands	
∇	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)		sieve"	SILTS AND CLAYS Liquid limit 50% cr less		CL	Inorganic clays of low to modum plasticity, gravelly clays, sandy clays, lean clays	
NE	Not Encountered	İİ	SILTS AND CLAYS SILTS AND CLAYS			OL	Organic silts and organic silty clays of low plasticity	
GNE	Groundwater Not Encountered						Inorganic silts, micaceous or	
BT	Boring Terminated					МН	diamicaceous fine sands or silts, elastic silts	
-200 (%)	Fines Content or % Passing No. 200 Sieve		5	SILTS AND CLAYS Liquid limit greater than 50%		СН	Inorganic clays or clays of high plasticity, fat clays	
MC (%)	Moisture Content							
	Liquid Limit (Atterberg Limits Test)		50%			OH	Organic clays of medium to high plasticity	
PI	Plasticity Index (Atterberg Limits Test)					PT	Peat, muck and other highly organic soils	
К	Coefficient of Permeability		*Based on the material passing the 3-i					
J. J. J. J. J. J. J. J. J. J. J. J. J. J	Org. Cont. Organic Content ** Use dual symbol (such as SP-SM and SP-SC) for soils with mor than 5% but less than 12% passing the No. 200 sieve						sieve	
G.S. Elevation	Ground Surface Elevation			····				
] [MOL	DIFIERS		
	(Sands and Gravels)							
Very loose – Less than 4 Blow/Foot Loose – 4 to 10 Blows/Foot			These modifiers Provide Cur Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample					
N 1	Aedium Dense – 11 to 30 Blows/Foot		Trace – 5% or less With Silt or With Clay – 6% to 11%					
Dense – 31 to 50 Blows/Foot Very Dense – More than 50 Blows/Foot			Silty or Clayey - 12% to 30%					
CONSISTENCY			Very Silty or Very Clayey – 31% to 50% These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample Trace – Less than 3% Few – 3% to 4% Some – 5% to 8% Many – Greater than 8%					
(Silts and Clays)								
Very Soft – Less than 2 Blows/Foot Soft – 2 to 4 Blows/Foot								
Medium Stiff – 5 to 8 Blows/Foot								
Stiff – 9 to 15 Blows/Foot Very Stiff – 16 to 30 Blows/Foot								
Hard – More than 30 Blows/Foot			These Modifiers Provide Our Estimate of the Amount of Other					
RELATIVE HARDNESS			Components (Shell, Gravel, Etc.) in the Soil Sample Trace - 5% or less					
(Limestone) Soft – 100 Blows for more than 2 Inches					Some -	6% to 12% 13% to 30%		
Hard – 100 Blows for more than 2 inches Hard – 100 Blows for less than 2 inches					Мапу –	31% to 50%		

roj	ject	Lo	cati	on: P	d II Prelimina Pensacola, E	LOG OF BORING B-1 Page 1 of 1							
roj	ect	Nu	mb	er: 82	215146								
Date(s) Drilled: 10/21/15Drill Bit Size/Type: 2-inch Soil BitDrilled By: J. GovernaleSampling Method: Split-spoonDrill Rig Type: Track-mounted BR2600Total Depth of Boring: 30 ft.Drilling Method: SPTBBoring Backfill: Soil CuttingsHammer Data: Weight 140 lb. Drop 30 in.Groundwater Level: 15.0 ft.									Logged by: J.James Checked by: W. Lawrence Approximate Surface Elevation: Existing Grade Vertical Datum: Existing Grade Location: As Per Boring Location Plan				
											ESULTS		
Elevation, feet MSL	Depth, feet	Sample Type	Sample Number	Sampling Resistance Blows/foot (N-value)	Consistency/ Relative Density	USCS-AASHTO	Graphic Log	Material Descrip	otion	N-VALUE ● PLASTICITY INDEX NATURAL MOISTUR % <200 ▲ ORGANIC % ◇ Q Q Q Q	E% 🔳		
	0	7	1	11	MEDIUM DENSE	SM	A CONTRACTOR OF A CONTRACTOR OF A CONTRACTOR OF A CONTRACTOR A CONTRAC	Tan/Brown Fine-Grained Silty SAN	D				
	-	7	2	20	MEDIUM DENSE	SP-SM	1	Tan/Brown/Red Fine-Grained Sligh	ntly Silty SAND				
	- 5	1	3	25	MEDIUM DENSE	5							
	2	1	4	30	MEDIUM DENSE	SP-SM		Orange Fine-Grained Slightly Silty	SAND		n()(1))		
	-	1	5	20	MEDIUM DENSE								
	-1	0											
		5	6	17	MEDIUM DENSE								
	-	7	7	31	DENSE	SP		- Orange/Tan Fine-Grained SAND					
	-2												
	-2	5	8	28	MEDIUM DENSE								
	1 1 1			~	LOOSE	00.00							
	Ē.		9	6	LOUGE	SC-SN		- Orange/Tan Fine-Grained Silty-Cla		•			
	-3	10						Boring Terminated	at 30 ft.				

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					ensacola, E 15146	B-2 Page 1 of 1							
Date(s) Drilled: 10/21/15 Drill Bit Size/Type: 2-inch Soil Bit Drilled By: J. Governale Sampling Method: Split-spoon Drill Rig Type: Track-mounted BR2600 Total Depth of Boring: 30 ft. Drilling Method: SPTB Boring Backfill: Soil Cuttings Hammer Data: Weight 140 lb. Drop 30 in. Groundwater Level: 15.0 ft.									Logged by: J.James Checked by: W. Lawrence Approximate Surface Elevation: Existing Grade Vertical Datum: Existing Grade Location: As Per Boring Location Plan				
Elevation, feet MSL	Depth, feet	Sample Type	Sample Number	Sampling Resistance Blowsfoot (N-value)	Consistency/ Relative Density	USCS-AASHTO	Graphic Log	Material Description	on	TEST RESULTS N-VALUE ● PLASTICITY INDEX ├── LIQUID LIMI NATURAL MOISTURE % ■ % <200 ▲ ORGANIC % ♀ ♀ ♀ ♀			
	[°	1	1	3	VERY LOOSE	SP-SM		Tan/Brown Fine-Grained Slightly Silty	y SAND	•			
	-	1	2	6	LOOSE	SM/SC		Tan/Brown Fine-Grained Slightly Cla	yey Silty SAND				
	-5	1	3	13	MEDIUM DENSE			-					
		1	4	25	MEDIUM DENSE								
		•	5	33	DENSE								
	- 1	15	6	6	LOOSE	SM		Orange/Tan/Red Fine-Grained Silty S	SAND				
	-2	20	7	11	MEDIUM DENSE	SM/SC		- - - Tan/Red/Brown Fine-Grained Silty/C 	layey SAND				
	2	25	8	12	MEDIUM DENSE								
			9	9	STIFF	СН	い に は に に に に に に に に に に に に に	Orange/Gray/Tan CLAY					
	L.	30						Boring Terminated at	30 ft.				



Pro	ject	Lo	cati	on: P	d II Prelimina Pensacola, E 215146		LOG OF BORING B-3 Page 1 of 1											
Date(s) Drilled: 10/21/15 Drill Bit Size/Ty Drilled By: J. Governale Sampling Meth Drill Rig Type: Track-mounted BR2600 Total Depth of Drilling Method: SPTB Boring Backfill:								it Size/Type: 2-inch Soil Bit ling Method: Split-spoon Depth of Boring: 30 ft. 9 Backfill: Soil Cuttings ndwater Level: 6.0 ft.	Method:Split-spoonChecked by:oth of Boring:30 ft.Approximateackfill:Soil CuttingsVertical Date									
Elevation, feet MSL	Depth, feet	Sample Type	Sample Number	Sampling Resistance Blows/foot (N-value)	Consistency/ Relative Density	USCS-AASHTO	Graphic Log	Material Descript	Material Description			TEST		TS LIQUI	D LIM			
	0	1	1	6	LOOSE	SP-SM		Tan/Brown Fine-Grained Slightly Sil	ty SAND									
	-	1	2	8	LOOSE	SP-SM		Orange/Brown Fine-Grained Slightly	Silty SAND									
	- 5		3	14	MEDIUM DENSE		ALV AVAL AVAL AVAL AVAL											
	-		4	13	MEDIUM DENSE					¥.	I		алаа 					
	-		5	10	LOOSE													
	- 10						ACCESSION ACCESSION ACCESSION ACCESSION ACCESSION ACCESSION ACCESSION ACCESSION											
	- 1:	7	6	3	VERY LOOSE	SC		- - Tan/Red/Gray Fine-Grained Clayey 	SAND	•								
			7	4	LOOSE													
	- 20							-										
	-2	5	8	3	SOFT	СН		- Gray CLAY										
	1 1 1									101 () () () ()					(54) Anne (64)			
	- 30		9	4	SOFT		1	_	00.4	•								
	-							Boring Terminated a	t 30 ft.									



Project: Black Gold II Preliminary Study Project Location: Pensacola, Escambia County, Florida Project Number: 8215146									LOG OF BORING B-4 Page 1 of 1					
Date(s) Drilled: 10/21/15 Drill Bit Size/Type: 2-inch Soil Bit Drilled By: J. Governale Sampling Method: Split-spoon Drill Rig Type: Track-mounted BR2600 Total Depth of Boring: 20 ft. Drilling Method: SPTB Boring Backfill: Soil Cuttings Hammer Data: Weight 140 lb. Drop 30 in. Groundwater Level: 4.0 ft.									Checked by: Approximate Vertical Datu	Logged by: J.James Checked by: W. Lawrence Approximate Surface Elevation: Existing Grade Vertical Datum: Existing Grade Location: As Per Boring Location Plan				
Elevation, feet MSL	Depth, feet	Sample Type	Sample Number	Sampling Resistance Blows/foot (N-value)	Consistency/ Relative Density	USCS-AASHTO	Graphic Log	Material Descri		TEST RESULTS N-VALUE ● PLASTICITY INDEX LIQUII NATURAL MOISTURE % ■ % <200 ▲ ORGANIC % ♀ ♀ ♀ ♀				
	-	I	1	5	LOOSE	SM		Brown Fine-Grained Silty SAND		•				
	-	I	2	2	VERY LOOSE	SP-SN		Orange/Brown Fine-Grained Sligh						
	-5		3	9	LOOSE	SC		Brown/Orange Fine-Grained Claye	ey SAND					
	- 10	/	4	15 14	STIFF	СН		Tan/Gray CLAY						
	- 10 	7	6	52	HARD									
	-		7	13	STIFF									
	- 20 - - - - - - - - - - - - - - - - - - -							Boring Terminated	at 20 ft.					

.



rilled By: J. Governale Samplir rill Rig Type: Track-mounted BR2600 Total D rilling Method: SPTB Boring I							amp otal loring	it Size/Type: 2-inch Soil Bit ling Method: Split-spoon Depth of Boring: 30 ft. g Backfill: Soil Cuttings ndwater Level: 22.0 ft.	Vertical Datum:						
Elevation, feet MSL	Depth, feet	Sample Type	Sample Number	Sampling Resistance Blows/foot (N-value)	Consistency/ Relative Density	USCS-AASHTO	Graphic Log	Material Description	1	N-VALUE PLASTIC NATURA % <200 ORGANI		URE %	ן נופט ∎	JID LIN Ø	
	0	7	1	8	LOOSE	SM		Brown Fine-Grained Silty SAND							
	-	1	2	10	LOOSE	SM		Brown Fine-Grained Silty SAND							
	-5	7	3	14	MEDIUM DENSE	SM/SC		Brown/Orange Fine-Grained Silty/Clay	ey SAND						
	-	7	4	10	LOOSE										
	-		5	8	MEDIUM STIFF	СН		Orange/Brown/Gray CLAY							
		5	6	7	MEDIUM STIFF	сн		- - Gray CLAY 		-					
			7	61	VERY DENSE	SC		- - Orange/Tan Fine-Grained Clayey SAN	1D	_			_	•61	
	- 20	0						-		¥			/		
	- 2	5	8	22	MEDIUM DENSE	SP-SC		- Orange/Tan Fine-Grained Slightly Clay	yey SAND				10100000 (10100		
	1	7	9	20	VERY STIFF	СН	1	- Gray CLAY		_					
	-3	0						Boring Terminated at 3	0 ft.						

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APPENDIX C Qualifications of Recommendations ASFE Document

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QUALIFICATIONS OF RECOMMENDATIONS

The findings, conclusions and recommendations presented in this report represent our professional opinions concerning subsurface conditions at the site. The opinions presented are relative to the dates of our site work and should not be relied on to represent conditions at later dates or at locations not explored. The opinions included herein are based on information provided to us, the data obtained at specific locations during the study, and our previous experience. If additional information becomes available which might impact our geotechnical opinions, it will be necessary for NOVA to review the information, re-assess the potential concerns, and re-evaluate our conclusions and recommendations.

Regardless of the thoroughness of a geotechnical exploration, there is the possibility that conditions between borings may differ from those encountered at specific boring locations, that conditions are not as anticipated by the designers and/or the contractors, or that either natural events or the construction process has altered the subsurface conditions. These variations are an inherent risk associated with subsurface conditions in this region and the approximate methods used to obtain the data. These variations may not be apparent until construction.

The professional opinions presented in this report are not final. Field observations and foundation installation monitoring by the geotechnical engineer, as well as soil density testing and other quality assurance functions associated with site earthwork and foundation construction, are an extension of this report. Therefore, NOVA should be retained by the owner to observe all earthwork and foundation construction to confirm that the conditions anticipated in this study actually exist, and to finalize or amend our conclusions and recommendations. NOVA is not responsible or liable for the conclusions and recommendations presented in this report if NOVA does not perform these observation and testing services.

This report is intended for the sole use of **Hammond Engineering**, Inc., only. The scope of work performed during this study was developed for purposes specifically intended by **Hammond Engineering**, Inc., only, and may not satisfy other users' requirements. Use of this report or the findings, conclusions or recommendations by others will be at the sole risk of the user. NOVA is not responsible or liable for the interpretation by others of the data in this report, nor their conclusions, recommendations or opinions.

Our professional services have been performed, our findings obtained, our conclusions derived and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices in the State of Florida. This warranty is in lieu of all other statements or warranties, either expressed or implied.

Important Information About Your Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

The following information is provided to help you manage your risks.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. *No one except you* should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you* – should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it at all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project–Specific Factors

Geotechnical engineers consider a number of unique, projectspecific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, *do not rely on a geotechnical engineering report* that was:

- not prepared for you,
- · not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. Do not rely on a geotechnical engineering report whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. Always contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions *only* at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an *opinion* about subsurface conditions throughout the site. Actual subsurface conditions may differ – sometimes significantly – from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the construction recommendations included in your report. Those recommendations are not final, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual subsurface conditions revealed during construction. The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.

A Geotechnical Engineering Report Is Subject To Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain specific types on information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce such risks, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations", many of the provisions indicate where geotechnical engineers responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely*. Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. Do not rely on an environmental report prepared for someone else.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in ASFE exposes geotechnical engineers to a wide array of risk management techniques than can be of genuine benefit for everyone involved with a construction project. Confer with you ASFE-member geotechnical engineer for more information.



8811 Colesville Road Suite G106 Silver Spring, MD 20910 Telephone: 301-565-2733 Facsimile: 301-589-2017 email: info@asfe.org www.asfe.org



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Memorandum

To: Mr. Tom Dawson, ECUA Mr. Brian Reid, ECUA Mr. Timothy Haag, ECUA Mr. Ned McMath, ECUA

From: CDM Smith

Date: December 27, 2013

Subject: Task Order 13-01 Well Head Protection Area Development

CDM Smith is pleased to provide this technical memorandum summarizing the results for Task Order 13-01 Well Head Protection Area Development. Seven and 20-year well head protection area (WHPA) delineations were developed for the following Emerald Coast Utilities Authority (ECUA) wells:

Plant #6 Well #01

Hagler Well #06

W Avery Well #08

F & Scott Well #09

Lillian Well #10

- Airport North Well #19
- West Well #05

West Pensacola Well #07

- Olive Well #20
- Davis Well #21
- Sweeney Well #22
- Ensley Well #23
 - Broad Well #24
- Dunaway Well #25
 - Dullaway well #25
- Bronson Well #11 University Well #27
- McAllister Well #18
 OLF 4A Well #28

- Carriage Hills #29
- Villa Well #37
- Royce Well #38
- Ellyson Well #39
- Cantonment Well #40
- Tennant Well #41
- McCrory Well #42
- Humphreys Well #45

WHPA delineations were previously developed (CDM Smith, 2010) for the following six wells: Avondale #30, Spanish Trail #43, Muldoon #46, Nine Mile #47, Kingsfield #48, and George Watson #49. A seventh delineation for a proposed well (Equestrian Center well), was also developed; however, this well was not installed by ECUA. The model development and WHPA results for the 26 wells listed above are summarized in the following paragraphs and attached figures.



EXHIBIT 3

Flow Model Development

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The previously developed and calibrated Escambia County numerical groundwater flow model (CDM, 2008) was used to build the flow model for the WHPA delineations. The model uses the finite-element code DYNFLOW, which is capable of fully simulating three-dimensional multi-layer aquifer systems, including both confined and unconfined aquifers. The basis for the model was the Northwest Florida Water Management District's (NWFWMD) original SWICHA model (Roaza, 1993 and Richards, 1997); however, because the SWICHA code did not allow for simulation of unconfined aquifers, the model was recreated and updated using DYNFLOW. As a result, the surficial zone of the Sand-and-Gravel aquifer, which was not part of the SWICHA model, was included during model development and calibration.

The flow model was updated to support WHPA delineations by incorporating additional model nodes and elements in the vicinity of the subject wells. Node spacing, which was originally on the order of 1,000 feet in the ECUA service area, was reduced to approximately 200 to 400 feet around each well. The updated model grid is shown in **Figure 1**. Material properties and other model attributes were interpolated onto the new model grid from the previously calibrated regional flow model.

For the purpose of simulating source water contributing areas to each well, new flow fields were developed using long-term average rates of precipitation and recharge. Long term average precipitation rates were previously determined to be §2.8 inches per year and recharge was estimated at 13.8 inches per year, or approximately 22 percent of average annual precipitation.

For the purpose of developing the 7- and 20-year WHPA, each ECUA well was modeled at its currently permitted maximum daily withdrawal rate while all other ECUA supply wells were modeled at their FY 2012 average pumping rate. In this manner, 26 separate flow fields were created. This approach was selected because the simultaneous use of maximum permitted daily rates for all ECUA wells results in an unrepresentative flow field with areas of excessive drawdown. For example, in certain locations such as the area south of I-10 and east of I-110, the use of maximum daily rates at all ECUA wells is simulated to cause the water table to drop below the surficial zone (SZ). Accurately representing saturated groundwater flow in the surficial zone is important in determining the shape and location of the WHPA. Furthermore, the combined pumping of all modeled ECUA wells at their permitted maximum daily rate is 84 million gallons per day (mgd). This is higher that ECUA's permitted maximum combined single-day withdrawal rate of 74 mgd. The maximum permitted daily rates and FY 2012 average rates for all ECUA wells are shown in **Table 1**.

The previous WHPA delineations prepared by the NWFWMD were based on the average daily pumping of May through September, the five highest use months of the year (Pratt, 1997). The use of maximum permitted daily rates for each well being assessed, combined with average daily rates for all other wells, reflects a slightly more conservative approach resulting in slightly larger 7- and

20-year contributing areas to each well; however, this approach is reasonable given that ECUA may, at any time, withdraw water from any of its supply wells at the maximum permitted daily rate.

Permitted industrial and public supply wells not part of ECUA's system were modeled at calendar year 2012 rates. In instances where 2012 pumping rates were not available or appeared questionable, 2011 rates were used. Table 2 lists pumping rates for all non-ECUA industrial and public supply wells included in the model.

Model Results

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The mass transport code, DYNTRACK, coupled with the DYNFLOW-derived steady state flow field was used to delineate 7- and 20-year WHPAs to the 26 wells listed on page 1, not including the 6 wells which were previously assessed in 2010. Particles representing source water were uniformly spaced in 100-foot increments at the water table across the model and allowed to migrate forward in time under the long-term simulated flow field for a period of 20 years. As particles move through the saturated zone of the Sand and Gravel aquifer, the model records the coordinates of their positions over time (in 30 day increments). The starting positions of those particles that are removed at supply wells are documented to delineate the surface area contributing recharge to each supply well, which in this case are the 7- and 20-year WHPAs. The WHPAs are then drawn by surrounding the starting locations of particles removed by the well with a polygon using ArcGIS. During this procedure, some smoothing takes place to improve the presentation of the WHPA. This smoothing also helps account for variability associated with recharge and pumping rates of the subject well and surrounding wells.

Model-delineated 7- and 20-year WHPAs are shown for all ECUA wells in **Figure 2. Figures 3** through **12** provide the WHPAs by area (e.g. north, east, central, etc.) and in relation to roads and aerial imagery. The previously developed WHPAs for well numbers 30, 43, 46, 47, 48, and 49 are also shown. Because 26 separate flow fields were developed using the maximum permitted daily rate for each well being assessed and the average rate for all other wells, the 20-year WHPAs overlap in some instances. For example, the WHPAs for the five wells in the vicinity of the Pensacola Airport (**Figures 5 and 6**) each have some amount of overlap with their 20-year WHPA. This overlap would not exist if only one flow field were used; however, the overlap does help represent the fact that changes in pumping rates impact the size and shape of the WHPA and that the WHPAs based on the maximum permitted daily pumping rates are conservative.

The minimum time of travel from the water table to the Cantonment Well #40 is 31 years; therefore, there exists no 7- or 20-year WHPA for this well. The longer travel time is a result of several factors including the depth of the well; the increasing thickness of the Sand and Gravel Aquifer in this area and to the north; and potentially the influence of over 20 mgd of International Paper withdrawals to the west.

The shapes of WHPAs are influenced by a number of factors, including but not limited to recharge rates, vertical and horizontal hydraulic gradients, and permeability differences in materials

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representing the layers of the Sand and Gravel aquifer, especially the Low Permeability Zone (LPZ). In many instances, WHPA shapes are significantly influenced by nearby major industrial and/or supply wells which compete for the same water. This competition for water may result in non-circular shapes.

Model Assumptions

Groundwater models are simplified representations of real world conditions and incorporate several simplifying assumptions. The WHPA delineations documented here were developed based on the following assumptions:

- Long-term average annual rates of precipitation and recharge remain constant;
- The locations of supply wells and elevations of screen intervals remain constant;
- Water supply pumping rates remain constant;
- The time it takes for a particle of water to travel through the unsaturated portion of the aquifer is not considered. Both simple and complex methods for developing WHPAs, including complex numerical, modeling based methods like those used here, take a conservative approach and do not account for travel time through the unsaturated zone. In instances where the water table is close to the surface, the time of travel in the unsaturated zone is generally short. WHPAs are more conservative in instances where the water table is deeper, and the time of travel may be more heavily influenced by low permeability zones which may slow movement and/or cause perched conditions.
- In the WHPA modeling, the time it takes for a particle of water to travel from the water table
 to the well screen considers advection only. Advection describes the transport of a particle
 simply due to the bulk flow of water. Advection is the primary process by which solutes move
 in the groundwater. The direction of transport coincides with that of groundwater and mass
 transport takes places at the average linear velocity of the groundwater.
- Dispersion is not considered when developing the WHPA delineations. Dispersion refers to
 the spreading and mixing caused by molecular diffusion and by the variations in velocity with
 which water moves at different scales. Dispersion is defined as the sum of the mechanical
 dispersion and the diffusion. Mechanical dispersion is mixing that occurs as a consequence of
 local variations in velocity around some mean velocity of flow. Diffusion is spreading of
 solutes due to molecular diffusion in response to concentration gradients within the
 groundwater. Mechanical dispersion and diffusion are generally not considered when using
 numerical models to develop WHPAs.
- The time it takes for a contaminant to reach a supply well may be longer due to the effects of retardation. Retardation occurs due to the process of adsorption/desorption of a solute on soil grains. Retardation was not considered when developing the WHPA delineations.

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These assumptions are appropriate for planning purposes for areas of relatively stable population, development and land use. It should also be noted that the contributing areas to supply wells can change considerably should additional wells (not simulated in this analysis) be installed and operated in close vicinity to other supply wells or if particular wells are taken out of service for an extended period of time.

References

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CDM Smith, 2008. Escambia County Groundwater Flow Model, Emerald Coast Utilities Authority.

CDM Smith, 2010. Task Order 10-1 Well Head Protection Areas. Memorandum dated May 20th, 2010 to Mr. Tom Dawson, Mr. Tim Colley, and Mr. Tim Haag.

Pratt, Thomas R., 1997. Wellhead Protection Area Delineation in Southern Escambia County, Florida, Water Resources Special Report 97-4, Northwest Florida Water Management District.

Richards, C.J., T.R. Pratt, and K.A. Milla, 1997. Wellhead Protection Area Delineation in Southern Escambia County Florida, Northwest Florida Water Management District, Water Resources Special Report, 97-4, 52 pgs.

Roaza, H.P., T.R. Pratt, and C.J. Richards, 1993. Numerical Modeling of Ground Water Flow and Contaminant Transport in the Sand-and-Gravel Aquifer, Escambia County Florida, Northwest Florida Water Management District, Water Resources Special Report, 93-4, 91 pgs.

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Table 1

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Pumping Rates Used for WHPA Delineations

	Maximum Pern	nitted Daily Rate	FY 11-12 Average Rate
ECUA Supply Well	Gallons per Day	Gallons per Minute	Gallons per Minute
	(gpd)	(gpm)	(gpm)
Plant 6 #01	2,880,000	2,000	461
West #05	2,880,000	2,000	408
Hagler #06	2,880,000	2,000	. 1,097
West Pensacola #07	2,880,000	2,000	639
W & Avery #08	2,880,000	· 2,000	1,114
F & Scott #09	2,880,000	2,000	95
Lilijan #10	2,880,000	2,000	527
Bronson #11	1,080,004	750	309
McAllister #18	2,880,000	2,000	872
Airport North #19	2,880,000	2,000	709
Olive #20	1,728,000	1,200	417
Davis #21	2,880,000	2,000	0
Sweeney #22	2,880,000	2,000	607
Ensley #23	1,728,000	1,200	0
Broad #24	2,880,000	2,000	608
Dunaway #25	2,880,000	2,000	880
University #27	2,880,000	2,000	548
OLF 4A #28	2,880,000	2,000	842
Carriage Hills #29	1,440,000	1,000	127
Avondale #30	2,880,000	1,500	961
Villa #37	2,160,000	2,000	584
Royce #38	2,880,000	2,000	361
Ellyson #39	2,880,000	1,500	732
Cantonment #40	2,160,000	1,200	1,251
Tennant #41	1,728,000	2,000	709
McCrory #42	2,880,000	2,000	905
Spanish Trail #43	2,880,000	2,000	1,202
Humphreys #45	2,880,000	2,000	79
Muldoon #46	1,080,004	750	1,238
Nine Mile #47	4,320,000	3,000	1,435
Kingsfield #48	2,880,000	2,000	1,092
George Watson #49	3,240,004	2,250	1,906

WHPA delineations were developed for the six shaded wells in 2010.

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Table 2

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Pumping Rates Used for Non-ECUA Industrial and Public Supply Wells

	Gallons per Day (gpd) ¹	Industrial	Gallons per Day (gpd) ¹	🚲 Industrial 🧭	Gallons per D (gpd) ¹
Supply Well	a contract of the state of the	Supply Well	and the state of the	Suppiy Weli	1487 R. 1989 P. 198
MOLINO#3	501, 161	CHAMP#9	868,982	PJC#1	Q
MOLING#2	63,746	CHAMP#10	823,772	PEN_CHR#3	29,868
MOUNO#1	65,257	CHAMP#11	868,982	PEN_CHR#4	16,381
MOLINO#4	129,541	CHAMP#12R	823,772	PEN_CHR#S	16,763
CENTURY#3	253,210	CHAMP#13	0	PEN_CHR#6	18,626
CENTURY#1	94,728	CHAMP#13R	868,982	PEN_CHR#7	. 254
CENTURY#2	139,041	CHAMP#17	935,951	PEN_CHR#8	1,937
PEOPLES#4	156,851	CHAMP#20	935,951	PEN_CHR#9	3,112
PEOPLES#3	617,462	CHAMP#22	935,951	PEN_CHR#10	0
PEOPLES#9	566,650	CHAMP#23	747,602	PEN_CHR#11	47,806
PEOPLES#5	289,481	CHAMP#23R	935,951	PEN_AIR#2	1,691
PEOPLES#8	601,926	CHAMP#25R	747,602	PEN_AIR#1	4,944
GONZALEZ#2	135,323	CHAMP#29	935,951	PEN_AIR#3	2,745
GONZALEZ#1	35,688	CHAMP#30	935,951	PEN_AIR#4	5,221
GONZALEZ#3	335,314	CHAMP#31	935,951	WALNHILL#1	64,052
SOLUTIAPW-B	969,485	CHAMP#32	935,951	WALNHILL#2	105,343
SQLUTIAPW-10	1,438,369	CHAMP#33	935,951	WALNHILL#3	79,551
SOLUTIAPW-D	12,088	CHAMP#34	935,951	CENTRAL#1	0
SOLUTIAPW-C	1,587,172	CHAMP#35	935,951	CENTRAL#2	0
SOLUTIAPW-9	0	CRISTPLANT#6	540,305	CENTRAL#3	0
SQLUTIAPW-7A	161,489	CRISTPLANT# 5	517,064	CENTRAL#4	124,597
SQLUTIAPW-6	0	CRISTPLANT#3	366,332	CENTRAL#5	0
SQLUTIAPW-5	0	CRISTPLANT#4	330,218	WASH_H#2	0
SOLUTTAPW-8	435,590	CRISTPLANT#2	0	PNS_H#1	0
SOLUTIAPW-2	0	CRISTPLANT#7	446,347	LOSTKEY	0
SQLUTIAPW-E	1,635,830	FARMHILL#1	0	SH_H#1	34,640
SQLUTIAPW-AA	976,591	FARMHILL#3	245,199	SH H#3	1,346
CORRY#16	23,301	FARMHILL#2	27,071	SH H#2	43,258
CORRY#12	167,914	FARMHILL#4	215,450	SH H#4	2,700
CORRY#9	254,541	BAYVIEWM#2	0	SH_H#5	1,234
CORRY#11	256,688	BAYVIEWM#4	43,071	COTTAGE#2	o
CORRY#15	274,678	BAYVIEWMIIS	18,753	COTTAGE#1	3,890
CORRY#13	121,956	GULFPOW#1	23,974	COTTAGE#3	36,929
CORRY#14	213,393	GULFPOW#2	0	COTTAGE//4	274,162
CORRY/17	265,178	BRATT-DY#1	67,007	NAS_PEN#2	0
CORRY#10	260,630	BRATT-DV#2	27,460	NÁS PEN#3	a
CORRY#8	190,781	BRATT-DV#3	72,819	PERD BAYCC	0
CHAMP_INTH1	3,403	BRATT-DV#4	0	PENS CC	44,544
CHAMP#1	1,134,489	REICHOLD#14	128.531	NPWC#1	0
CHAMP#2	1,134,489	REICHOLD#11	43,647	NPWC#2	0
CHAMP#03	868,982	BAPT H#5	0	NPWC#3	0
CHAMP#S	868,982	SAPT H#G	0	LK_CHARL#1	0
CHAMP#6	868,982	PJC#3	o i	UWF#1	0
CHAMP#7	868,982	PJC#2	ō	UWF#2	0

Reflects the average annual pumping rate reported in 2012, Where 2011 data was incomplete or questionable, 2011 data was used.

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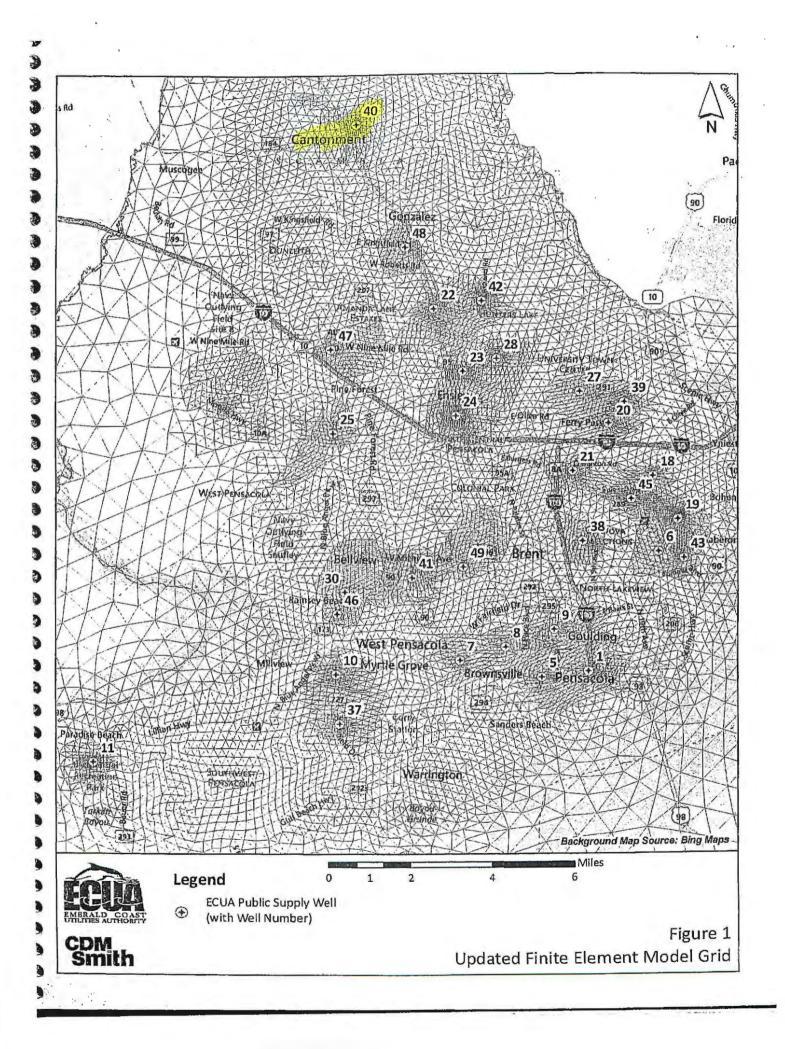
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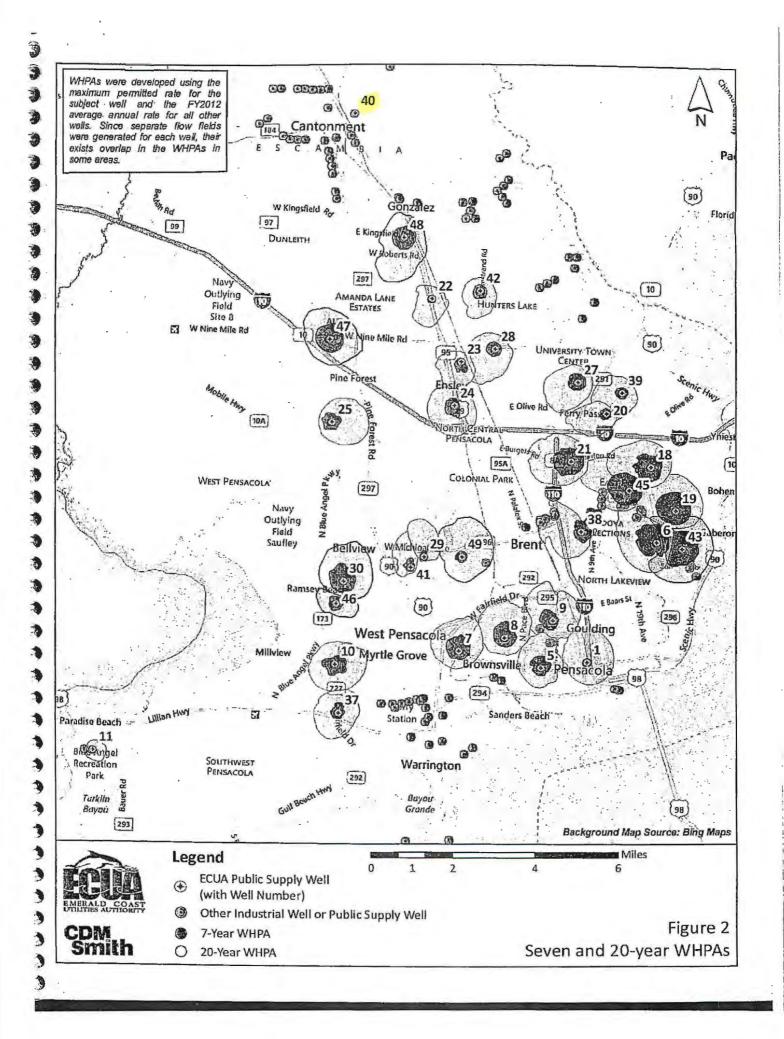
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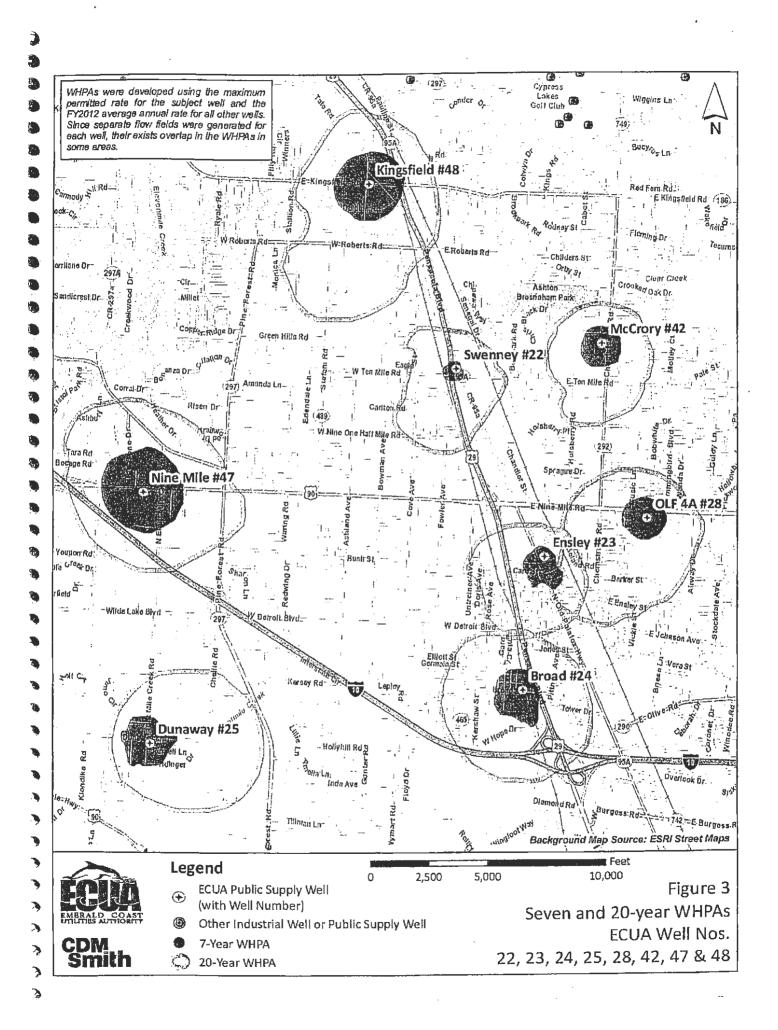
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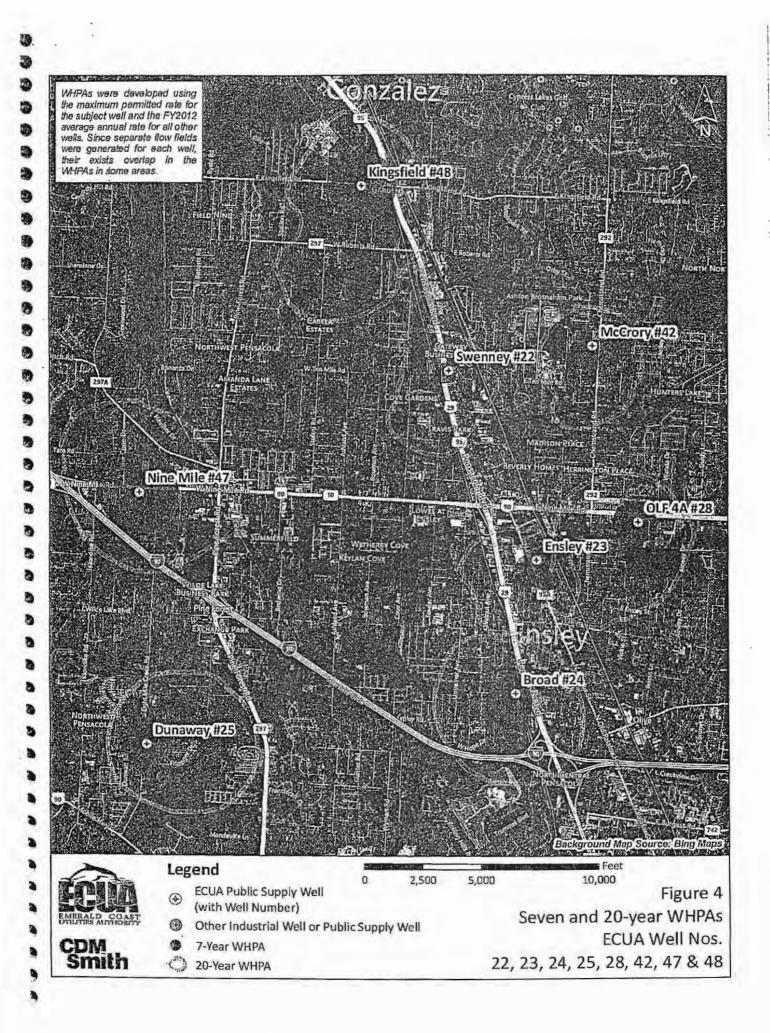
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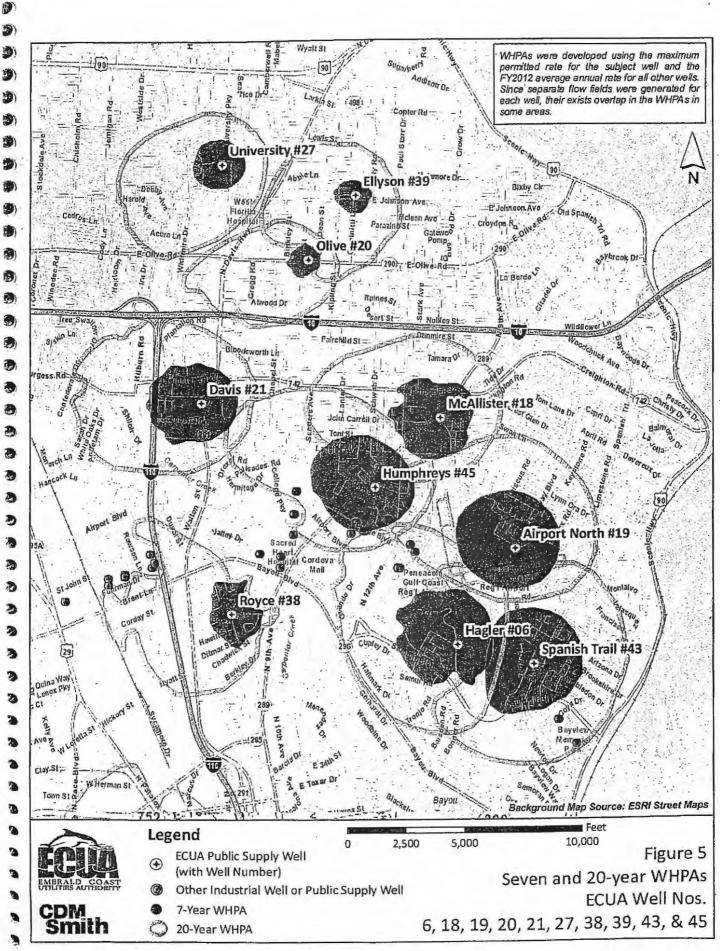
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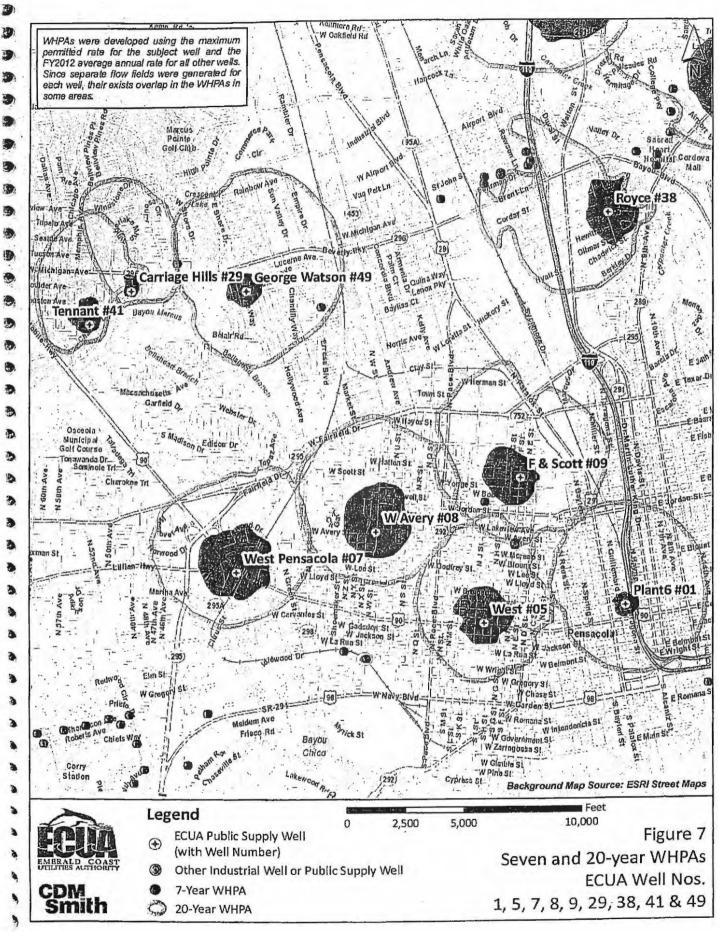








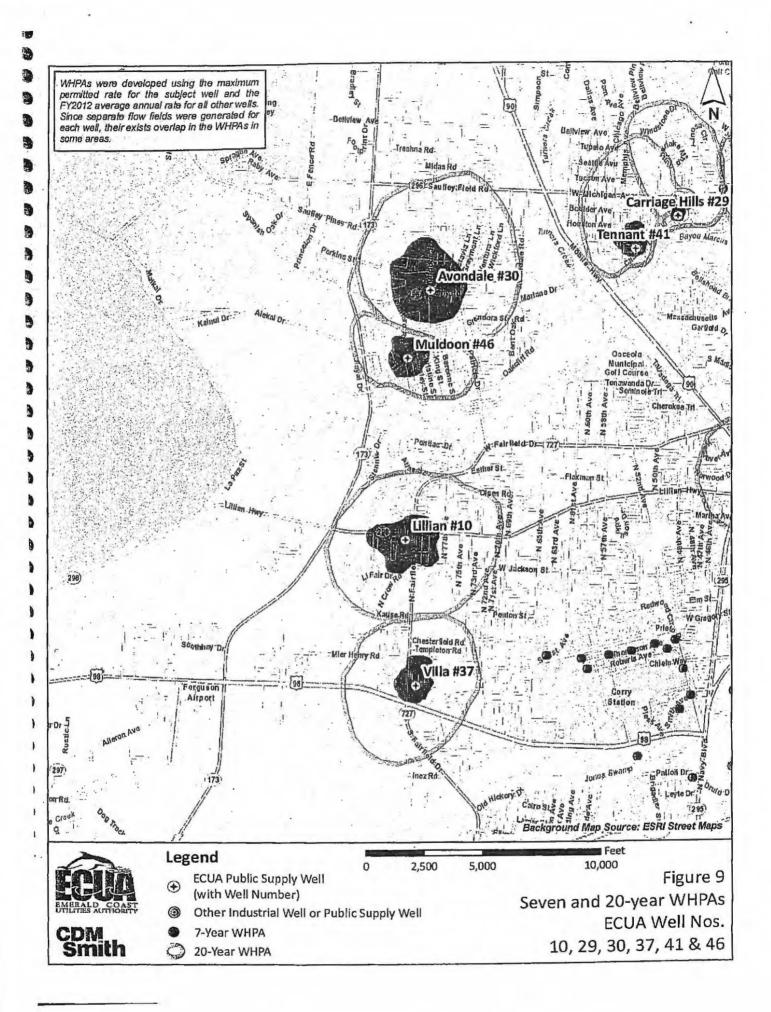


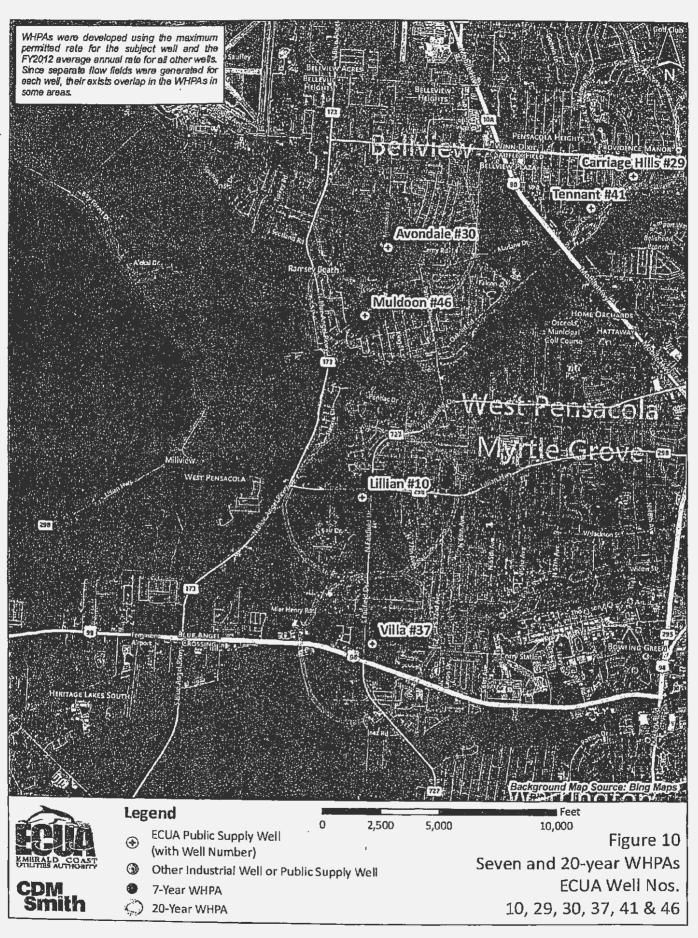


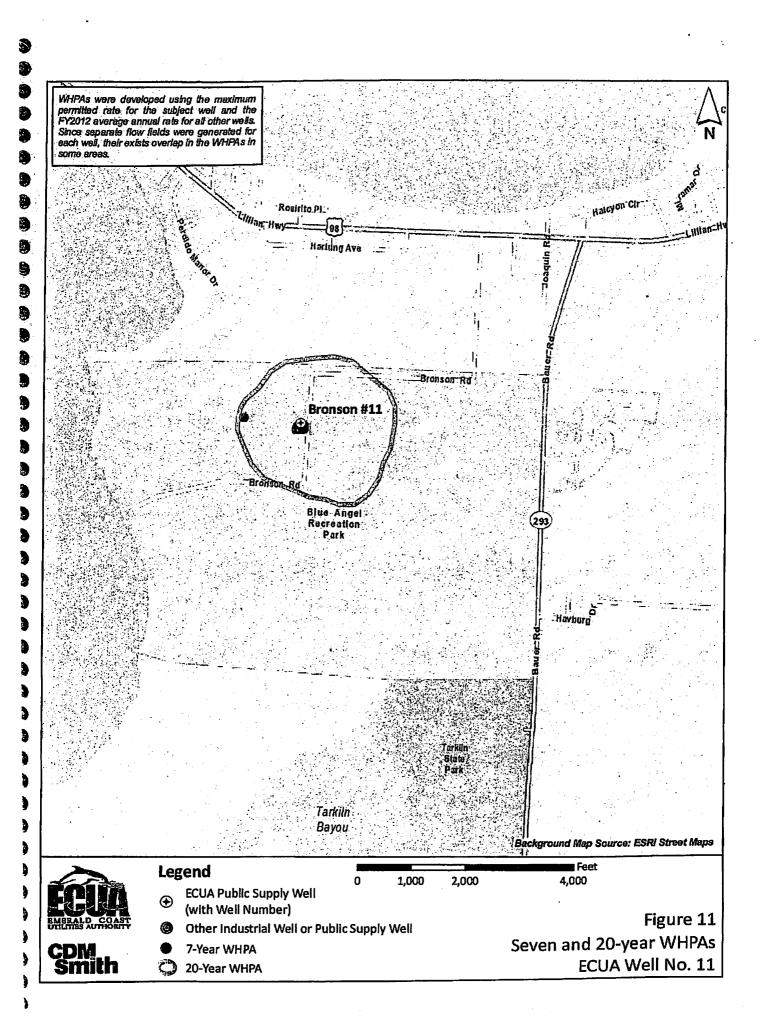
3

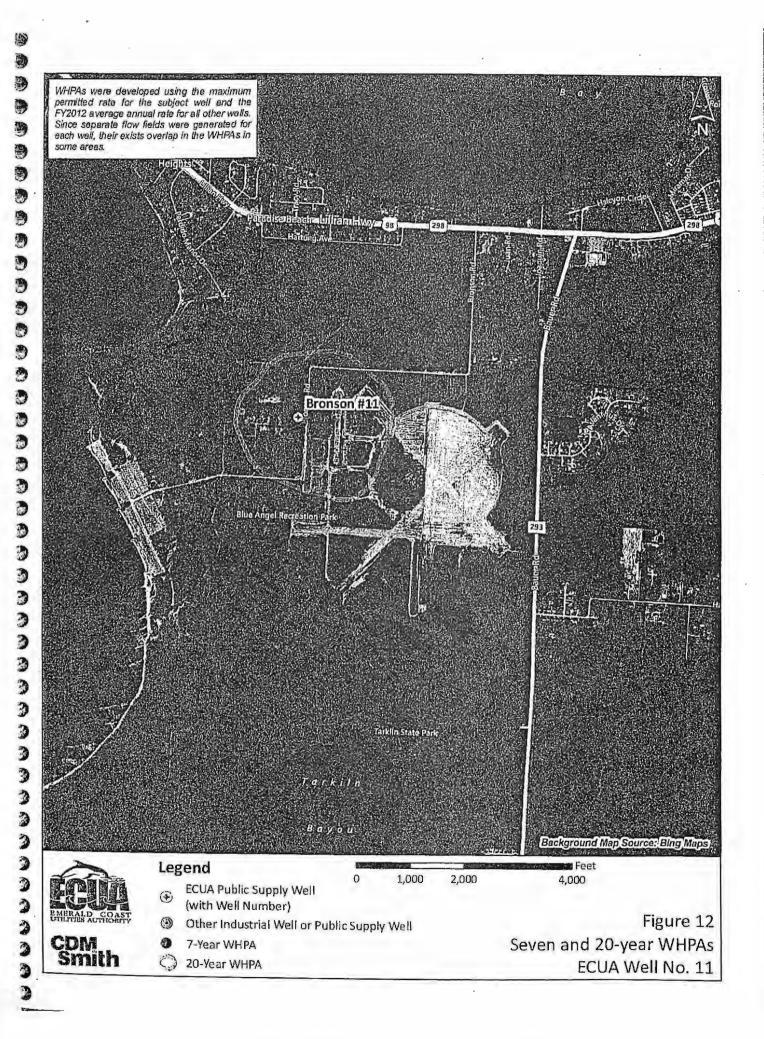
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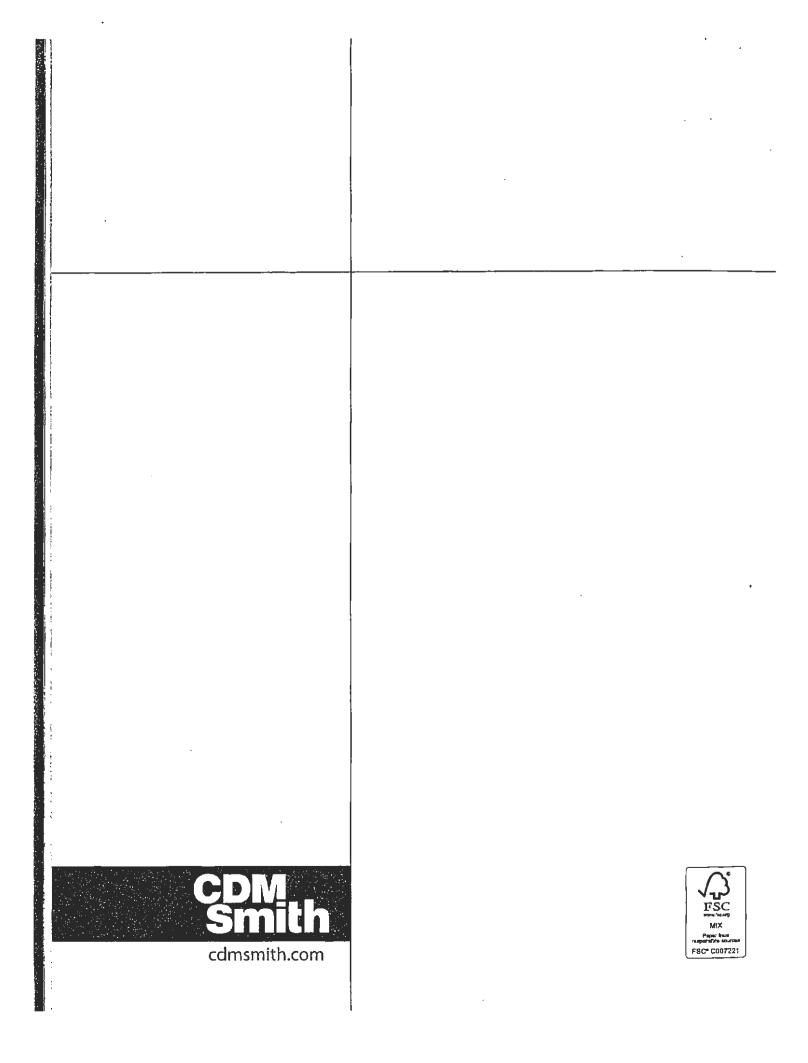














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BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

1	Please Print Cle	arly
Meeting Date:		
Rezoning Quasi-judicial Hearing	0.7	Regular Planning Board Meeting
Rezoning Case #:	OR	Agenda Item Number/Description:
In Favor Against		LSA - 2016-01
*Name: Toda Ha	rus	
*Address: 7/9 5. Palafy	۵ *۵	ity, State, Zip:
Email Address: Ftharris G) per	sacolalon.com
How did you hear about the rezoning case:] Mail 🔲 Ir	nternet 🗌 Sign
Please indicate if you: would like to be notified of any further act do not wish to speak but would like to be		he public hearing item. further action related to the public hearing item.
All items with an asterisk * are required.		
***************************************	************	***************************************

Chamber Rules

- 1. All who wish to speak will be heard.
- 2. You must sign up to speak. This form must be filled out and given to the Clerk in order to be heard.
- 3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
- 4. Please keep your remarks BRIEF and FACTUAL.
- 5. Everyone will be granted uniform time to speak (normally 3 5 minutes).
- 6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
- 7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.



**

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly

Meeting Date: 6-7-16									
Rezoning Quasi-judicial Hearing	0.0	Regular Planning Board Meeting							
Rezoning Case #: <u>LSA-2016-01</u>	OR	Agenda Item Number/Description:							
In Favor Against									
*Name: TRoy Doter									
*Address: 682 Virecent Dn CANT. *City, State, Zip: F1 32533									
Email Address: Thoy. Doten @ 44	hoo. com	Phone: 450-3413							
How did you hear about the rezoning case:	Mail 🗌 Ini	ernet 🛛 Sign							
Please indicate if you: would like to be notified of any further action do not wish to speak but would like to be not									
All items with an asterisk * are required.	******	*******							
. C	hamber Ru	lles							

- 1. All who wish to speak will be heard.
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BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Development Services Department 3363 West Park Place, Pensacola, FL 32505 (850) 595-3475 - Phone (850) 595-3481 - FAX www.myescambia.com

Escambia County Planning Board Public Hearing Speaker Request Form

Please Print Clearly								
Meeting Date: 10 - 7 - 16								
Rezoning Quasi-judicial Hearing Regu	ular Planning Board Meeting							
- · · · · · · · · · · · · · · · · · · ·	nda Item Number/Description:							
In Favor Against								
*Name: Ronald Porter								
*Address: 660 Virecent Dr, *City, State, Zip: Cantonment Fl, 32533								
Email Address:	Phone: 417-6412							
How did you hear about the rezoning case: Mail Internet	Sign							
Please indicate if you: would like to be notified of any further action related to the public hearing item. do not wish to speak but would like to be notified of any further action related to the public hearing item.								
All items with an asterisk * are required.	*****							
Chamber Rules	Chamber Rules							
1 All whe wish to see the ill had see 1								

- 1. All who wish to speak will be heard.
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- 3. When the Chairman calls you to speak, come to the podium, adjust the microphone so you can be heard, then state your NAME and ADDRESS for the record.
- 4. Please keep your remarks BRIEF and FACTUAL.
- 5. Everyone will be granted uniform time to speak (normally 3 5 minutes).
- 6. Should there be a need for information to be presented to the Board, please provide 13 copies for distribution. The Board will determine whether to accept the information into evidence. Once accepted, copies are given to the Clerk for Board distribution.
- 7. During quasi-judicial hearings (i.e., rezonings), conduct is very formal and regulated by Supreme Court decisions. Verbal reaction or applause is not appropriate.



Board of County Commissioners . Escambia County, Florida

Horace Jones, Director Development Services

July 8, 2016

Mr. Ray Eubanks, Plan Processing Administrator Florida Department of Economic Opportunity Division of Community Planning Caldwell Building 107 East Madison, MSC 160 Tallahassee, FL32399-4120

RE: Proposed Escambia County Comprehensive Plan Large Scale map amendment LSA-2016-01

Dear Mr. Eubanks:

On behalf of Escambia County, enclosed are three (3) copies of the proposed Escambia County Comprehensive Plan Map Amendment which are forwarded for your review. This amendment is subject to the Expedited Review process pursuant to Section 163.3184(2), (3) and (5), Florida Statues (F.S.).

The Local Planning Agency (LPA) considered the CPA on June 7, 2016 and approved this amendment for transmittal to the Board of County Commissioners (BCC), which subsequently held a transmittal public hearing for the amendment on July 7, 2016, and approved submission of this package to the Department of Economic Opportunity.

Pursuant to the new Comprehensive Plan Amendment Processing Guidelines, a copy of the proposed amendment package is being forwarded to the Department of Environmental Protection, the Florida Department of Transportation, (District Three), the Department of State, the West Florida Regional Planning Council, the Northwest Florida Water Management District, the Military Commanding Officers of Naval Air Station Pensacola and Naval Air Station Whiting Field, the Florida Fish and Wildlife Conservation Commission, and the Florida Department of Agriculture and Consumer Services, concurrent with this submittal. This amendment is not applicable to the area of critical state concern and has not been prepared under a joint planning agreement.

Sincerely,

Horace Jones Department Director

3363 West Park Place • Pensacola, Florida 32505 850.595.3475 or 850.595.3550 • www.myescambia.com



A-2010-01

Rick Scott



FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

August 12, 2016

Cissy Proctor EXECUTIVE DIRECTOR

RECEIVED AUG 17 2016 Development Services Department

The Honorable Grover Robinson Chairman, Escambia County Board of County Commissioners 221 Palafox Place, Suite 400 Pensacola, Florida 32502

Dear Chairman Robinson:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for Escambia County (Amendment No. 16-4ESR) which was received on July 14, 2016. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendment if adopted.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County. If other reviewing agencies provide comments, we recommend the County consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption. The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment.

Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399 850.245.7105 | www.floridajobs.org www.twitter.com/FLDEO |www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Evans, at (850) 717-8484, or by email at <u>Dan.Evans@deo.myflorida.com</u>.

Sincerely, MIS

James D. Stansbury, Chief Bureau of Community Planning

JS/de

Enclosure(s): Procedures for Adoption

cc: Horace Jones, Director, Escambia County Development Services Austin Mount, Executive Director, West Florida Regional Planning Council

jjjSUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

<u>SUBMITTAL LETTER:</u> Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.



Planning Board-Regular

6. B.

Meeting Date: 06/07/2016

Issue: A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use map, LSA-2016-01

From: Horace Jones, Director

Organization: Development Services

RECOMMENDATION:

A Public Hearing Concerning the Review of an Ordinance Amending the 2030 Future Land Use map, LSA-2016-01

That the Board review and recommend to the Board of County Commissioners (BCC) for transmittal to the Department of Economic Opportunity (DEO), an ordinance amending the 2030 Future Land Use map.

BACKGROUND:

The applicant requests a Future Land Use (FLU) map amendment to change the FLU category of a 60.50 +/- acres parcel, as depicted in Exhibit F, from Mixed-Use Urban (MU-U) to Industrial (I). The current zoning designation of the referenced parcel is Heavy Commercial-Light Industrial (HC/LI). The FLU change is proposed to allow for the operation of a borrow pit.

The subject parcel is located North of Beck's Lake Road, adjacent to the active CSX railroad track to the West. The property is primarily vacant woodland containing areas of jurisdictional wetlands.

There is a mixture of FLU categories within the surrounding area; just north of the site there is 14-lot residential development, Leonard subdivision, with a Mixed-Use Suburban (MU-S) FLU designation. The adjacent parcel to the East, also owned by the applicant, is approximately 126+/- acres, under the MU-U FLU designation. Across Beck's Lake Road to the South, the applicant owns multiple parcels totaling 53 +/- acres under the Industrial FLU category. Across U.S. Highway 29 to the West, there is a golf course on a 68 +/- acres parcel of land owned by the International Paper Company with a MU-S FLU category; just south of Muscogee Road there is a 438 +/- acres parcel accommodating an industrial facility owned by the International Paper Company.

The parcel was part of the total acreage for an approved Large Scale Future Land

Use Map amendment of 188.61 +/- acres from MU-S to MU-U, (CPA 2012-01). The current applicant has received Conditional Use approval, (CU-2016-04, 20 April, 2016), from the Board of Adjustments for operation of a borrow pit in HC/LI zoning.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

This Ordinance, amending the Future Land Use Map, will be filed with the Department of State following adoption by the board.

Implementation of this Ordinance will consist of an amendment to the 2030 Future Land Use Map and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

LSA-2016-01 Draft Ordinance



AI-11027	Growth Management Report 11.	1.
BCC Regular M	leeting Conse	ent
Meeting Date: 1	0/06/2016	
Issue: S	Schedule of Public Hearings	
From: ⊢	lorace Jones, Director	
Organization:	Development Services	

RECOMMENDATION:

Recommendation Concerning the Scheduling of Public Hearings

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

November 3, 2016

A. 5:45 p.m. - A Public Hearing to amend the official Zoning Map to include the following Rezoning Cases heard by the Planning Board on October 4, 2016:

1. Case No.:	Z-2016-07
Address:	2793 Highway 297A
Property	36-1N-31-1100-000-000
Reference No.:	
From:	LDR, Low Density Residential district (four du/acre)
То:	MDR, Medium Density Residential district (10 du/acre, regardless of the future land use category)
FLU Category:	MU-S, Mixed-Use Suburban
Commissioner District	5
Requested by:	Joe Rector, Agent for Jewell C. Bradfield, Owner
2. Case No.:	Z-2016-09
Address:	6883 West Hwy 98
Property Reference No.:	21-2S-31-1310-000-000 & 21-2S-31-1310-000-001
From:	LDMU, Low Density Mixed-use district (seven du/acre, regardless of the future land use category)
То:	Com, Commercial district (25 du/acre, lodging unit density not limited by zoning)

FLU Category:	MU-U, Mixed-Use Urban
Commissioner District	1
Requested by:	Wiley C. "Buddy" Page, Agent for Prakash D. Darji, Owner

B. 5:46 p.m. - A Public Hearing - Adding a Definition of "Limited Ag Uses" to the Comprehensive Plan - CPA-2016-03 (first of two public hearings)

C. 5:47 p.m. - A Public Hearing - Amending Chapter 12 of the Comprehensive Plan to Modify Extraction and Reclamation Limitations - CPA-2016-04 (first of two public hearings)

D. 5:48 p.m. - A Public Hearing - Residential Uses in Zoning Districts Ordinance (first of two public hearings)

E. 5:49 p.m. - A Public Hearing - Repealing and Replacing Chapter 5, Article 8 of the Land Development Code and Adoption a New Article 8, Outdoor Signs

F. 5:50 p.m. - A Public Hearing - Issuance of Additional Model Home Permits

Attachments

No file(s) attached.



AI-11110	County Administrator's Report 11. 1.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	10/06/2016
Issue:	Asset Disposal
From:	Will Moore, Chief Deputy Court Administrator
Organization:	Court Administration
CAO Approval:	

RECOMMENDATION:

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

That the Board approve the Request for Disposal of Property Form for one Cisco Catalyst 2950 SX switch for the Court Administrator's Office that was determined to be unfound during an extensive inventory search. This switch was identified during the Escambia 2015 Asset Inventory and only after a diligent search, it was declared to be lost or not-found. However, if said item is located in the future, it will be processed for re-instatement with the Escambia County BOCC.

BACKGROUND:

The equipment was purchased February 15, 2007 from Article 5 Funding by the Office of the Court Administrator.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Approved by Craig Van Brussel, Office of the Court Administrator.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

-

Attachments

Request for Disposition of Property

TO: FROM	TO: Clerk & Comptroller's Finance Department FROM: Disposing Department: Court Administration COST CENTER NO: 410503						
	/anBrussel		DATE:	09/16/16			
		(PRINT FULL NAME)		DATE.			
•	•	(Signature):	Q	Phone No:	(850)595-44	406	
		LOWING ITEM(S) TO BE DISP DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
TAG (Y/N)	PROPERTY NUMBER	DESCRIPTION OF ITEM	SERI	AL NUMBER	MODEL	ILAK	CONDITION
Y	55825	Cisco Catalyst 2950SX	FC	C-1101U1BK	2950SX	2007	n/a
Disposa	I Comments:	After a diligent search, the equ	uipment list	ed above was det	ermined to be	e lost or no	t found.
If the e	quipment is fou	ind at some future another time, i	t will be proc	cessed with the BO	CC to be re-ins	stated.	
INFOR	MATION TECH	INOLOGY (IT Technician):					
Comput Date:	Dis	pose-Bad Condition-Send for recyc Disposition Information Technology Technic					
Date:			0				
FROM:	Escambia Cour Court Ta	hty Department Director (Signature) ECHNOLOGY OPFICER	: 6	The same	e		
		Director (Print Nam	e):	raig Var 1	Brussel	(
RECON	MENDATION	•					A CONTRACT OF A
TO:	Board of Count	ty Commissioners					
Meeting	g Date:						
Approve	ed by the County	y Commission and Recorded in the l	Minutes of:	Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Co	urt & Comptre	blier
This Eq	uipment Has Be	en Auctioned / Sold			<u></u>		47947477977777777777774797
by:							
	Print Name		Signature			Date	
Property	/ Tag Returned t	o Clerk & Comptroller's Finance D	epartment				
Clerk &						-	
	THE REPORT OF A DESCRIPTION OF A DESCRIP	Finance Signature of Receipt complete applicable portions of disposit		Date		rev. sh 11.1	i para staligeneral de Milio de La comp

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AI-11087	(County Administrator's Report	11. 2.
BCC Regular M	eeting	Technical/Public Service Co	onsent
Meeting Date:	10/06/2016		
Issue:	Request for Disposition of Property		
From:	Katie Macarthur, Director's Aide		
Organization:	Asst County Administrator - Lovoy		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Pensacola Bay Center - Amy Lovoy, Assistant County Administrator

That the Board approve the Request for Disposition of Property Form for the Pensacola Bay Center, and authorize the disposition of the following assets that have been described as in unusable, bad condition to be sent for recycling:

- A. Latitude E5500 Laptop Computer, Asset ID 58491;
- B. Pressure Washer with Access. Asset ID 40923:
- C. Cooler Walk In, Asset ID 36462; and
- D. Cleaner Carpet, Asset ID 48701.

All of the assets listed are County assets held and utilized by the Pensacola Bay Center, and have been found to be of no further usefulness to the County; thus it is requested that the items be auctioned as surplus or disposed of properly.

BACKGROUND:

Florida Statutes requires the Board of County Commissioners to declare surplus all assets listed on the County's fixed asset inventory that will be disposed. The surplus property listed on the attached Request for Disposition of Property has been checked, 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 FS 274.07 and BCC Policy B-1,2, Section II, Procedures for Disposition of Property.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Pensacola Bay Center Disposition Form

TO: FROM:		omptroller's l Department:	Finance Departm Pensacola Ba		COST CEN	TER NO:	36402	2
Scott Cornwell, Director of Operations				DAT		8/24/16		
and contract any second and second	the second second second second second second second second second second second second second second second s	(PRINT FUL	LNAME) (N. Scott	Tomwell		0/2	110
Property	Custodian	Signature):	Mr.S.	Jane	Comwell Phone No:	850-432-0	800, ext. 24	5
BROUPS			NATES THE MAR INTE	BOCER				
TAG	PROPERTY NUMBER		EM(S) TO BE DIS TION OF ITEM		IAL NUMBER	MODEL	YEAR	CONDITION
		See attached						
				+				
				<u> </u>				
<u>}</u> }					·····			
Disposal C	Comments:	Attached is a spre	adsheet listing items for d	lisposal. All are n	ot functional or have been upg	raded. Computers to	eed to be clean	ed by IT.
						······		
INFORMA	ATION TECH	NOLOGY (IT	Technician):			Handrackson as standings for same		
Conditions	. Dia	nasa Good Co	ndition Unusable fo	Print Name				
Conultions		-	ndition-Unusable fo lition-Send for recy		e			
Com		-	-	onng onubuor				
Com	puter is Reau	for Dispositio	21					
Date:		Information	Technology Techni	ician Signature	·	\square)	
	/24/16 scambia Coun	ty Department	Director (Signature): ()	idellar	ikon		
			Director (Print Nan	ne):	Cyndee Pennington, Go	everal Manager		
RECOMM	ENDATION:					\bigcirc		
TO: Bo	oard of County	Commissione	tS					
OHHWLQJ D	Dale:							
Approved b	by the County	Commission a	nd Recorded in the	Minutes of:				
					Pam Childers, Clerk of By (Deputy Clerk)	the Circuit Coun	t & Comptrol	er
This Equip	ment Has Bee	n Auctioned / S	Sold		-//			
by:_		in Automou / L						
	nt Name			Signature			Date	
		Clerk & Comp	otroller's Finance D		<u></u>			
Clerk & Co	mptroller's Fi	nance Signatur	e of Receipt		Date			
Deservative Cons	tellen elegene	annalata annaltaak	le nortions of disposit	ion form See Di	snosal process charts for	direction 1	rev. sh .1	1

Fixed Assets Inventory - Disposal August 2016

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Cost	1.2	. 1	го́т	5,7	1.9	2,2	
Serial #	4NFFZK1	<u> </u>		H28134	n/a	NE15H00007498HBU	
Model	Latitude E5500	Mavio Van 04		980A	Floor Type	608551	
Date Acquired	12/8/2009	4/18/1994		5/3/1994	4/25/1989	5/30/2000	
Asset ID Description	Latitude E5500 Laptop Computer	Dodge Ram 350 Van 15 bass		Pressure Washer w/ access	Cooler Walk In	Cleaner Carpet	
Asset ID	58491	40715		40923	36462	48701	



AI-11085	County Administrator's Report 11. 3.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	10/06/2016
Issue:	Community Development Block Grant Demolition Assistance Program Modification
From:	Tonya Gant, Director
Organization: CAO Approval:	Neighborhood & Human Svcs

RECOMMENDATION:

Recommendation Concerning the Community Development Block Grant Demolition Assistance Program Modification - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Community Development Block Grant (CDBG) Demolition Assistance Program (Program):

A. Modify the Program eligibility to permit applicants with current Code Enforcement Liens to apply for assistance, provided that a payment plan is established; and

B. Authorize the County Administrator or his designee to execute all Program-related documents as necessary to implement the Program.

BACKGROUND:

The Community Development Block Grant (CDBG) Demolition Assistance Program (Program) provides assistance to income eligible owners for demolition and/or clearance of properties receiving a notice of violation from Environmental Enforcement. This assistance is provided in unincorporated Escambia County and the Town of Century.

Current program requirements state that a property owner cannot have any outstanding liens or judgments owed to the County in order to participate. On occasion, an applicant is referred by Environmental Enforcement that has an old code lien or case against the property. The cost to pay off the entire lien in full may be prohibitive in order for the property owner to receive assistance under the Program to have the property remediated. Staff is recommending allowing owners to proceed with application under the Program if they set up a payment plan for the lien. The Program application form with the suggested modification is attached to this recommendation.

BUDGETARY IMPACT:

Funds for this program are already approved and budgeted in Fund 129/CDBG, Cost Center 370224 and/or subsequent CDBG funding years.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable.

PERSONNEL:

No changes in personnel required for this program.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Implementation of this Program will continue to be overseen by the Neighborhood Enterprise Division (NED) in coordination with Environmental Enforcement.

Attachments

Ex I-DAP Application

Escambia County Demolition Assistance Program

The intent of the Demolition Assistance Program is to improve the appearance, property value, and safety of residential neighborhoods within Escambia County. This program provides Community Development Block Grant (CDBG) funds to low income families to make possible the elimination of blighted parcels. The program will assist income qualified property owners with the cost(s) associated with property abatement to include, but not limited to, land clearing, structure demolition and removal, and debris removal. This program does *not* cover removal of inoperable vehicles.

This support is provided as a one-time only assistance on a property. If approved, a deferred payment lien will be placed on the property for the amount of the property abatement. This lien will be forgiven after two years provided that the property is not sold or transferred and remains free of further code violations for that time period. If a building permit to develop the property is obtained by the current applicant after the demolition, the applicant can request a release of the lien prior to the two year expiration date. At the time of the demolition, all of the contents and debris will be discarded and removed from the property; the applicant will be responsible for removing any objects of value prior to the demolition. If present, all utilities must be disconnected from their source as well. Due to the limited funding available, elderly and low income (≤50%AMI) applicants will receive priority.

Eligibility Requirements:

- □ Property must have received a notice of violation from Environmental Enforcement.
- □ Property must be zoned for residential use.
- □ Applicant must be a current resident of Escambia County.
- □ Applicant must provide proof of ownership (copy of warranty deed).

□ Applicant must not owe any back taxes on the property or have any other outstanding liens or judgments owed to the County. <u>Applicant may be allowed to proceed with an outstanding code enforcement order with approval of the NED Division Manager provided that a payment plan is established for the lien.</u>

□ Applicant must provide documentation to establish Income Eligibility Requirements (applicant must be at or below 80% of the Area Median Income).

- □ Applicant's case must be forwarded to NED through Environmental Enforcement.
- □ Priority is given to properties located within an Escambia County Community Redevelopment Area.

Please complete the enclosed preliminary application and return to your Environmental Enforcement officer. Neighborhood Enterprise Division (NED) will contact you to make an appointment to determine your eligibility and to set up an appointment. All information provided to Escambia County/NED will be confidential. For your appointment, you will need to bring the following:

□ Picture ID and Social Security Card

□ Income Verification (such as current paycheck stub, current SS/SSI printout, retirement statement, child support, etc.; staff at NED will tell you what to bring)

Copy of warranty deed showing ownership of property

Copy of most recent bank statement

For more information, contact:

Neighborhood Enterprise Division 221 Palafox Place, Suite 200 Pensacola, FL 32502 Phone: 850-595-0022 Fax: 850-595-0342 Environmental Enforcement Division 3363 West Park Place Pensacola, FL 32505 Phone: 850-595-1820 Fax: 850-595-0149

Escambia County Demolition Assistance Program Preliminary Application

	Name:				
ion	Home Address: (include zip code)				
nati	Phone Number:	Email:			
Informat	Address of Property Requiring Assistance:				
	Is this property your homestead residence?	Are your property taxes on this property current? YES NO			
plicant	Is this property: Owner Occupied Tenant Occupied Vacant (How long?				
Ap	Do you have a mortgage on this property?	Do you have property insurance on this property? YES NO			
	Utilities Present on Property: 🗌 Gas 🗌 Wa	ater 🗌 Electric 🗌 Sewer 🗌 Septic			

I, the undersigned, am the owner of the property noted above. I understand that my signature authorizes Escambia County staff to forward this application to Neighborhood Enterprise Division (NED) to determine my eligibility for the Demolition Assistance Program. To participate in the program, I agree to provide information to NED in order to determine my eligibility. NED will contact me to complete the application requirements as needed. I understand that my application for this program does not guarantee the availability of assistance. If approved for the Program, I understand that a two year deferred payment lien will be placed on the property equal to the cost of the abatement.

Signa	ture of Applicant	Print Name	Date
Environmental Enforcement Use Only	Referring Environmental Enforceme Officer Contact Information: Phone:	ent Officer (Print Name & Sign) Email:	Date
Environme U	Environmental Enforcement Divis Copy of Notice of Violation Enclo		Date

After approval by Environmental Enforcement Division Manager, please include copy of this application with notice of violation and forward to Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

	Zoning: 🗌 Residential 🗌 Commercial	Census Tract:	
NED Ise On	Redevelopment Area: Barrancas Brown Cakfield Palafo	sville Cantonment Englewood Ensley N Varrington	
	Date Applicant Contacted:	Commissioner District:	



AI-11064		County Administrator's Report	11. 4.
BCC Regular Meeting		Technical/Public Service Co	onsent
Meeting Date:	10/06/2016		
Issue:	Disposition of Proper	ty	
From:	Shawn Fletcher, IT D	Pirector	
Organization:	Information Technolo	ogy	
CAO Approval:	:		

RECOMMENDATION:

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

That the Board approve the six Request for Disposition of Property Forms for the Information Technology Department for all items of equipment, which are described and listed on the Request Forms, with reason for disposition stated. The listed items were not found during the Fiscal Year 2016 physical inventory of capital equipment, inventory retro to September 30, 2016.

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment.

This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

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

Department's inventory retro to September 30, 2016.

Attachments

Request for disposition 1

Request for disposition 2

Request for disposition 3

Request for disposition 4

Request for disposition 5

Request for disposition 6

TO:		mptroller's Finance Departm							
FROM	DM: Disposing Department: Information Technology COST CENTER NO: 270111								
Shawn Fletcher DATE: 9/19/2016									
Proper	ty Custodian ((PRINT FULL NAME)	2	-					
Proper	ty Custodian (Signature):	Z	Phone No:	595-1678				
REQUE	EST THE FOL	LOWING ITEM(S) TO BE DISI	POSED:						
TAG	PROPERTY	DESCRIPTION OF ITEM		RIAL NUMBER	MODEL	YEAR	CONDITION		
(Y / N)	NUMBER								
Y	51166	Dell desktop computer		GPWKW11	GX620	2002	Lost		
Y	51531	Dell desktop computer		29ND321	GX620	2002	Lost		
Y	52084	Dell desktop computer		HSQDZ21	GX620	2003	Lost		
Y	52098	Dell desktop computer		DG3K031	GX620	2003	Lost		
Y Y	53629 53969	Dell laptop computer		F4TYG61 DKC3M71	D505 SX280	2005 2005	Lost Lost		
		Dell desktop computer	<u> </u>			•	7771-3		
•	l Comments:	The above items were not fo			al Inventory	of Capital	Equipment,		
and are	being submitte	ed for disposal to remove the at							
INFORM	MATION TECH	INOLOGY (IT Technician):	Christophe	r McGraw					
			Print Name	2					
Conditio	ons: Dis	pose-Good Condition-Unusable for	or BOCC						
		pose-Bad Condition-Send for recy		ble					
		•	•						
Comput	er is Ready for I	Disposition							
					stopher	mak	han		
Date:	9/19/2016	Information Technology Techn	nician Signatu	ure: <u>ure:</u>	augher				
×									
Date: _				Date:					
FROM:	FROM: Escambia County Department Director (Signature):								
Chaum Flatabar									
				nawn Fletcher	ē				
		nty Department Director (Signatur Director (Print Na		awn Fletcher	Ē				
RECON	IMENDATION	Director (Print Na		nawn Fletcher					
RECON TO:		Director (Print Na		nawn Fletcher					
TO:	Board of Count	Director (Print Na : ty Commissioners		nawn Fletcher					
TO:		Director (Print Na : ty Commissioners		nawn Fletcher					
TO:	Board of Count	Director (Print Na : ty Commissioners		nawn Fletcher	Ē				
TO: Meeting	Board of Count Date: 10/06/2	Director (Print Na : ty Commissioners	me): Sh	: :	Ē				
TO: Meeting	Board of Count Date: 10/06/2	Director (Print Na ty Commissioners 2016	me): Sh	Pam Childers, Clerk	of the Circuit Co	ourt & Compt	roller		
TO: Meeting	Board of Count Date: 10/06/2	Director (Print Na ty Commissioners 2016	me): Sh	: :	of the Circuit Co	ourt & Compt	roller		
TO: Meeting Approve	Board of Count 3 Date: <u>10/06/2</u> ed by the Count	Director (Print Na ty Commissioners 2016	me): Sh	Pam Childers, Clerk	of the Circuit Co	ourt & Compt	roller		
TO: Meeting Approve	Board of Count 3 Date: <u>10/06/2</u> ed by the Count	Director (Print Na ty Commissioners 2016 y Commission and Recorded in the	me): Sh	Pam Childers, Clerk	of the Circuit Co	ourt & Compt	roller		
TO: Meeting Approve	Board of Count 3 Date: <u>10/06/2</u> ed by the Count	Director (Print Na ty Commissioners 2016 y Commission and Recorded in the	me): Sh	Pam Childers, Clerk	of the Circuit Co	ourt & Compte	roller		
TO: Meeting Approve This Eq by:	Board of Count g Date: <u>10/06/2</u> ed by the Count uipment Has Be Print Name	Director (Print Na ty Commissioners 2016 y Commission and Recorded in the	me): Sh e Minutes of Signature	Pam Childers, Clerk	of the Circuit Co		roller		
TO: Meeting Approve This Eq by: Property	Board of Count 2 Date: <u>10/06/2</u> ed by the County uipment Has Be <u>Print Name</u> y Tag Returned	Director (Print National Strengther Strength	me): Sh e Minutes of Signature	: Pam Childers, Clerk By (Deputy Clerk)	of the Circuit Co		roller		
TO: Meeting Approve This Eq by: Property Clerk &	Board of Count 3 Date: 10/06/2 ed by the Count uipment Has Be <u>Print Name</u> y Tag Returned : Comptroller's	Director (Print National Strengther Strength	me): Sh e Minutes of: Signature Department	Pam Childers, Clerk By (Deputy Clerk)					

TO:			Finance Department		COST CEN		270111	
FROM: Disposing Department: Information Technology				logy			2/0111	
Shawn Fletcher					DATE:	9/19/2016		
Propert	y Custodian ((PRINT FU	LL NAME)	-				
Propert	y Custodian (Signature):	Alle	F	Phone No:	595-1678		
PFOUF	ST THE FOL	LOWING IT	EM(S) TO BE DISPO	DSED:				
TAG (Y / N)	PROPERTY NUMBER		PTION OF ITEM	SERIA	L NUMBER	MODEL	YEAR	CONDITION
Y	53999	Deil d	esktop computer		3F94M71	SX280	2005	Lost
Y	54551	Dell d	esktop computer	(CKW8N81	SX280	2005	Lost
Y	54561	Deil d	esktop computer	9	MW8N81	SX280	2005	Lost
Y	54698	Deil d	esktop computer		7L9W591	GX620	2006	Lost
Y	54758	Dell d	esktop computer		44T7D91	GX620	2006	Lost
Y	55359	Dell c	lesktop computer		JFVFTB1	GX620	2006	Lost
•	Comments:		items were not four			ical Inventory	of Capital	Equipment,
and are	being submitt	ed for dispos	sal to remove the abo	ve items fror	n inventory.			
INFORM	MATION TECH	INOLOGY (I	T Technician):	Christopher N	AcGraw			
]	Print Name				
Conditio	ons: Dis	spose-Good C	Condition-Unusable for	BOCC				
Conditio		•	ondition-Send for recycl		•			
		spose-Dad Co	mattion-sena for recycl	ing-Onusuon				
Comput	er is Ready for	Disposition						
Date:	9/19/2016	Informatio	on Technology Technic	cian Signature	: Chris	typher	mest	in
		<u> </u>					, <u>, , , , , , , , , , , , , , , , , , </u>	*
Date:					14	2		
FROM:	Escambia Cou	nty Departme	nt Director (Signature)	: 4	te t	0		
• • • • • • • •		<i>v</i>						
			Director (Print Nam	e): Shav	wn Fletcher			
RECON	MENDATION	J:						
TO:	Board of Coun	ty Commissi	oners					
		•						
Meeting	g Date: 10/06/2	2010						
				Minutas of:				
Approv	ed by the Count	ty Commissio	on and Recorded in the	ivillutes of.	Pam Childers, Cle	rk of the Circuit C	ourt & Comp	troiler
					By (Deputy Clerk)		•	
This Eq	uipment Has B	een Auctione	d / Sold					
by:						<u> </u>	Date	
	Print Name			Signature			Date	-
Propert	y Tag Returned	to Clerk & C	comptroller's Finance D	Department				
Clerk &	2 Comptroller's	Finance Sigr	nature of Receipt	•	Date			
Property	v Custodian, pleas	se complete app	plicable portions of disposi	ition form. See	Disposal process char	rts for direction.	rev. sh 1	1.19.13

TO:		•	Finance Departme		COST CEN	TED NO.	270111	
FROM: Disposing Department: Information Technology COST CENTER						2/0111		
					9/19/2016			
Propert	y Custodian ((PRINT FUI	L NAME)		-			
Propert	y Custodian (Signature):	July	Z	Phone No:	595-1678		
DEQUE			RAGE TO DE DISD	OSED.				
TAG	PROPERTY		EM(S) TO BE DISP TION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER	DESCRI	HON OF HEM	5ERI	AE NOWIDER	MODEL	ILAK	condition
Y	55464	Dell de	sktop computer		8GQL0C1	GX620	2006	Lost
Y	55527	· · · · · ·	sktop computer	<u> </u>	2XQ36C1	GX620	2006	Lost
Y	55529	Deil de	sktop computer		94R36C1	GX620	2006	Lost
Y	55876	Dell de	sktop computer	1	66XBRC1	Optiplex 745	2007	Lost
Y	55899	Dell de	sktop computer		5209SC1	Optiplex 745	2007	Lost
Y	55964	Deil de	sktop computer		7ZCL1D1	Optiplex 745	2007	Lost
Disposal	Comments:	The above i	tems were not fou	nd during th	e FY 2016 Physic	cal Inventory o	f Capital	Equipment,
and are	being submitte	ed for dispose	al to remove the abo	ove items from	m inventory.			
INFORM	ATION TECH	INOLOGY (IT	Technician):	Christopher N	AcGraw	······································		
			· ·	Print Name				· · · · · · · · · · · · · · · · · · ·
Conditio	ne: Die	more Good Co	ondition-Unusable for					
Conuntio		-						
	X Dis	pose-Bad Con	dition-Send for recyc	ling-Unusable	9			
Compute	er is Ready for I	Disposition						
•	•	•					-	
Date:	9/19/2016	Information	n Technology Technic	cian Signature	: Chus	tophu	mark	non
						<u> </u>		
Date:					6 A			
FROM:	Escambia Cour	nty Department	t Director (Signature)):		0		
			Director (Print Nam	e): Shav	wn Fletcher			
						1.11		···· · · · · · · · · · · · · · · · · ·
RECOM	IMENDATION	•						
TO:	Board of Count	ty Commission	iers					
Meeting	Date: 10/06/2	016						
Approve	d by the County	v Commission	and Recorded in the	Minutes of:				
		,			Pam Childers, Clerk	of the Circuit Cou	rt & Comptr	oller
					By (Deputy Clerk)		-	
This Equ	ipment Has Be	en Auctioned	/ Sold		<u></u>			
by:								
	Print Name			Signature			Date	
		Clark & Cor	nptroller's Finance D				Daic	
roperty	rag Returned		npuoner s rinance D	oparunent				
Clerk &	Comptroller's I	Finance Signat	ure of Receipt		Date			
هدر			able portions of disposit	tion form. See l	and the second second second second second second second second second second second second second second second	for direction.	rev. sh 11.	19.13

Shawn Fleicher DATE: 9/19/2016 Property Custodian (PRINT FULL NAME) Phone No: 595-1678 REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED: MODEL YEAR CONDITION Y 56362 Dell desktop computer HMW8CD1 Optipler 745 2007 Lost Y 56301 Dell desktop computer TNRRD1 Optipler 745 2007 Lost Y 56901 Dell desktop computer 475V2D1 Optipler 745 2007 Lost Y 56901 Dell desktop computer 475V2D1 Optipler 745 2007 Lost Y 56910 Dell desktop computer 475V2D1 Optipler 745 2007 Lost Y 56910 Dell desktop computer 475V2D1 Optipler 745 2007 Lost Y 56910 Dell desktop computer 475V2D1 Optipler 745 2007 Lost Y 56910 Dell desktop computer 475V2D1 Optipler 745 2007 Lost Disposal Comments: The above items were not found during the FY 2016 Physical Inventory of Capital Equipment, and are being submited for disposel to renove the	TO: Clerk & Comptroller's Finance Department							
Property Custodian (PRINT FULL NAME) Phone No: 595-1678 Property Custodian (Signature): Phone No: 595-1678 REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED: MODEL YEAR CONDITION OF TIEM YA S5938 Del deaktop computer Y S5939 Del deaktop computer Y S5910 Del deaktop computer Y S5911 Del deaktop computer Y S5912 Del deaktop computer Y S5914 Del deaktop computer Y S5915 Del deaktop computer Y S5927 Del deaktop computer FNAMSC1 Y S5957 Del deaktop computer FNAMSC1 Colepter 745 2007 Lost Y S5957 Del deaktop computer FNAMSC1 Colepter 755 2008 Lost Disposal Comments: The above items were not found during the FY 2016 Physical Inventory of Capital Equipment, and are being submitted for disposal to remove the above lems from inventory. INFORMATION TECHNOLOGY (IT rechnician): Christopher McGraw Print Name Dispose-Good Condition-Unusable for BOCC X Dispose-Good Condition-Send for recycling-Unusable Conduitions: Disposition<	FROM	: Disposing I	Department: Information Techno	ology	COST CEN	TER NO:	270111	
Property Custodian (Signature): Phone No: 595-1678 TAG PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDITION Y 56901 Del desktop computer 1840/90201 Optiper 745 2007 Lost Y 55901 Del desktop computer 171/NBRD1 Optiper 745 2007 Lost Y 55901 Del desktop computer 471/NBRD1 Optiper 745 2007 Lost Y 55901 Del desktop computer 471/NBRD1 Optiper 745 2007 Lost Y 55901 Del desktop computer 471/NBRD1 Optiper 745 2007 Lost Y 55901 Del desktop computer 471/NBRD1 Optiper 745 2007 Lost Y 55901 Del desktop computer FNAPC1 Optiper 745 2007 Lost Y 5708 Del desktop computer FNAPC1 Optiper 745 2007 Lost Dispose-Dood Condition-Unsable for BOCC X Dispose-Dood Condition-Sen for recycling-Unusable Computer is Ready for Disposition Dite Marchall Marc	Shawn	Fletcher			DATE:	9/19/2016		
REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED: TAG ROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDITION Y 9501 Del desktop computer BERIAL NUMBER MODEL VEAR CONDITION Y 9501 Del desktop computer EGCJ0F1 Optiplex 745 2007 Lost Y 58801 Del desktop computer EGCJ0F1 Optiplex 745 2007 Lost Y 58901 Del desktop computer EGCJ0F1 Optiplex 745 2007 Lost Y 58901 Del desktop computer FINARC1 Oxxeo 2007 Lost Y 5897 Del desktop computer FINARC1 Oxxeo 2007 Lost Y 58957 Del desktop computer FINARC1 Optiplex 745 2007 Lost Dispose Comments: The above iterns were not found during the FY 2016 Physical Inventory of Capital Equipment, and are being submitted for disposal to remove the above iterns from inventory. INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw Print Name Dispose-Good Condition-Stand for Recycling-Unusable Computer is Ready for Disposition <td>Proper</td> <td>ty Custodian (</td> <td>(PRINT FULL NAME)</td> <td></td> <td></td> <td></td> <td></td> <td></td>	Proper	ty Custodian ((PRINT FULL NAME)					
TAG PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDITION Y 56389 Dell desktop computer 144W8CD1 Optiger 745 2007 Lost Y 56501 Dell desktop computer 71N8RD1 Optiger 745 2007 Lost Y 55801 Dell desktop computer 67CUP1 Optiger 745 2007 Lost Y 55801 Dell desktop computer 67CUP1 Optiger 745 2007 Lost Y 55807 Dell desktop computer 67LOP1 Optiger 745 2007 Lost Y 55807 Dell desktop computer 67LM4C1 Optiger 745 2007 Lost Y 57060 Dell desktop computer 67LM4C1 Optiger 745 2007 Lost Y 57060 Dell desktop computer 67LM4C1 Optiger 745 2007 Lost Y 57060 Dell desktop computer 67LM4C1 Optiger 745 2008 Lost Disposal Comments: The above items were not found during the FY 2016 Physical Inventory of Capital Equipment, and re being submitted for disposal to remov	Propert	ty Custodian (Signature):	E	Phone No:	595-1678		
TAG PROPERTY DESCRIPTION OF ITEM SERIAL NUMBER MODEL YEAR CONDITION Y 56389 Dell desktop computer 144W8CD1 Optiger 745 2007 Lost Y 56501 Dell desktop computer 71N8RD1 Optiger 745 2007 Lost Y 55801 Dell desktop computer 67CUP1 Optiger 745 2007 Lost Y 55801 Dell desktop computer 67CUP1 Optiger 745 2007 Lost Y 55807 Dell desktop computer 67LOP1 Optiger 745 2007 Lost Y 55807 Dell desktop computer 67LM4C1 Optiger 745 2007 Lost Y 57060 Dell desktop computer 67LM4C1 Optiger 745 2007 Lost Y 57060 Dell desktop computer 67LM4C1 Optiger 745 2007 Lost Y 57060 Dell desktop computer 67LM4C1 Optiger 745 2008 Lost Disposal Comments: The above items were not found during the FY 2016 Physical Inventory of Capital Equipment, and re being submitted for disposal to remov	DEUIL	ST THE FOLD	OWING ITEM(S) TO BE DISD	NEFD.				
(Y /N) NUMBER						MODEL	VEAR	CONDITION
Y 56389 Dell desktop computer HMW9CD1 Optiplex 745 2007 Leat Y 56701 Dell desktop computer 71N3R01 Optiplex 745 2007 Leat Y 56801 Dell desktop computer 47001 Optiplex 745 2007 Leat Y 56801 Dell desktop computer 475V2D1 Optiplex 745 2007 Leat Y 55897 Dell desktop computer 475V2D1 Optiplex 745 2007 Leat Y 55897 Dell desktop computer 475V2D1 Optiplex 745 2007 Leat Y 57066 Dell desktop computer 475V2D1 Optiplex 745 2007 Leat Y 5706 Dell desktop computer 67JNSF1 Optiplex 745 2007 Leat Jispose-Bot Commuter The above items were not found during the FY 2016 Physical Inventory of Capital Equipment, and are being submitted for disposal to remove the above items from inventory. Inventory. Inventory. INFORMATION TECHNOLOGY (IT Technician): Christopher M6Graw Print Name Dispose-Bad C				UDICI	AE NOMBER	MODLE		CONDITION
V 98801 Dell desktop computer 0CC30F1 Optifier 745 2007 Lost Y 55814 Dell desktop computer 4TSVZD1 Optifier 745 2007 Lost Y 55587 Dell desktop computer FRIMMSC1 GK820 2007 Lost Y 55587 Dell desktop computer FRIMMSC1 GK820 2007 Lost Y 55587 Dell desktop computer FRIMSC1 Optifier 755 2008 Lost Disposal Comments: The above items were not found during the FY 2016 Physical Inventory of Capital Equipment, and are being submitted for disposal to remove the above items from inventory. INFORMATION TECHNOLOGY (IT rechnician): Christopher MoGraw Print Name Dispose-Good Condition-Unusable for BOCC X Dispose-Good Condition-Send for recycling-Unusable Computer is Ready for Disposition Date:		56389	Dell desktop computer	H	IMW9CD1	Optiplex 745	2007	Lost
Y 96814 Dell desktop computer 4TSVZD1 Optplace 745 2007 Lost Y 55897 Dell desktop computer FH.MMGC1 GX820 2007 Lost Disposal Comments: The above items were not found during the FY 2016 Physical Inventory of Capital Equipment, and are being submitted for disposal to remove the above items from inventory. Inventory of Capital Equipment, and are being submitted for disposal to remove the above items from inventory. INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw Print Name Conditions:	Y	56701	Deil desktop computer		71N3RD1	Optiplex 745	2007	Lost
Y 55587 Dell desktop computer PrUMSC1 GX820 2007 Lost V 5706 Dell desktop computer B7JMSF1 Optiplex 755 2008 Lost Disposal Comments: The above items were not found during the FY 2016 Physical Inventory of Capital Equipment, and are being submitted for disposal to remove the above items from inventory. INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw Print Name Print Name Conditions: Dispose-Good Condition-Unusable for BOCC X Dispose-Bad Condition-Send for recycling-Unusable Computer is Ready for Disposition Date: 9/19/2016 Information Technology Technician Signature: Muiter McGraw Date: 9/19/2016 Information Technology Technician Signature): Director (Print Name): Shawn FletCher RECOMMENDATION: To: Board of County Commissioners Pam Childres, Clerk of the Circuit Court & Comptroller By (Deputy Clerk) Approved by the County Commission and Recorded in the Minutes of: Pam Childres, Clerk of the Circuit Court & Comptroller By (Deputy Clerk) This Equipment Has Been Auctioned / Sold Signature Date	Y	56801	Dell desktop computer		6CCJ0F1	Optiplex 745	2007	Lost
Y 87066 Deli desktop computor B7.NSF1 Optipue 755 2008 Last Disposal Comments: The above items were not found during the FY 2016 Physical Inventory of Capital Equipment, and are being submitted for disposal to remove the above items from inventory. Inventory of Capital Equipment, and are being submitted for disposal to remove the above items from inventory. INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw Print Name Environments: Inventory of Capital Equipment, and are being submitted for disposal to remove the above items from inventory. Conditions: Dispose-Good Condition-Unusable for BOCC Z Dispose-Bad Condition-Send for recycling-Unusable Computer is Ready for Disposition Information Technology Technician Signature: Information Technology Technician Signature: Information Date:	Y	56814	Dell desktop computer		4TSVZD1	Optiplex 745	2007	Lost
Disposal Comments: The above items were not found during the FY 2016 Physical Inventory of Capital Equipment, and are being submitted for disposal to remove the above items from inventory. INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw Print Name Print Name Conditions: Dispose-Good Condition-Unusable for BOCC X Dispose-Bad Condition-Send for recycling-Unusable Computer is Ready for Disposition Date: Date: 9/19/2016 Information Technology Technician Signature: Dispose-Mad Condition-Send for recycling-Unusable Computer is Ready for Disposition Date: Date: 9/19/2016 Information Technology Technician Signature: Director (Print Name): Shawn FletCher RECOMMENDATION: Director (Print Name): Shawn FletCher RECOMMENDATION: Pam Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clerk)					FHJM9C1	GX620	2007	Lost
and are being submitted for disposal to remove the above items from inventory. INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw Print Name Conditions: Dispose-Good Condition-Unusable for BOCC X Dispose-Bad Condition-Send for recycling-Unusable Computer is Ready for Disposition Date: 9/19/2016 Information Technology Technician Signature: Director (Signature): Director (Print Name): Shawn Fletcher RECOMMENDATION: TO: Board of County Commission and Recorded in the Minutes of: Pam Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clerk) This Equipment Has Been Auctioned / Sold by: Print Name Signature Date Clerk & Comptroller's Finance Signature of Receipt Date Date	Y	57066	Dell desktop computer		B7JNSF1	Optiplex 755	2008	Lost
and are being submitted for disposal to remove the above items from inventory. INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw Print Name Conditions: Dispose-Good Condition-Unusable for BOCC X Dispose-Bad Condition-Send for recycling-Unusable Computer is Ready for Disposition Date: 9/19/2016 Information Technology Technician Signature: Date: PROM: Escambia County Department Director (Signature): Director (Print Name): Shawn FletCher RECOMMENDATION: TO: Board of County Commission and Recorded in the Minutes of: Pam Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clerk) This Equipment Has Been Auctioned / Sold by: Print Name Signature Date: Property Tag Returned to Clerk & Comptroller's Finance Department Clerk & Comptroller's Finance Signature of Receipt Date: Date Date Date Date Date Date Date Date	Disposal	Comments:	The above items were not four	nd during th	e FY 2016 Physic	cal Inventory o	f Capital	Equipment,
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FROM: Escambia County Department Director (Signature):			information rechnology rechnic			1		
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TO: Board of County Commissioners Meeting Date: 10/06/2016 Approved by the County Commission and Recorded in the Minutes of: Pam Childers, Clerk of the Circuit Court & Comptroller By (Deputy Clerk) This Equipment Has Been Auctioned / Sold by:	RECOM	MENDATION	· · · · · · · · · · · · · · · · · · ·					****
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Clerk & Comptroller's Finance Signature of Receipt Date		Print Name		Signature			Date	
Clerk & Comptroller's Finance Signature of Receipt Date								
		-	-	-				
	Clerk &	Comptroller's F	inance Signature of Receipt		Date			
				ion form. See I		for direction.	rev. sh 11.	19.13

TO: FROM		mptroller's Finance Departme Department: Information Techn		COST CEN		270111	
	Fletcher			DATE:	9/19/2016		
Proper	ty Custodian	(PRINT FULL NAME)		-			
Proper	ty Custodian (Signature):	2	Phone No:	595-1678		
REQUE	EST THE FOL	LOWING ITEM(S) TO BE DISPO	OSED:				
TAG (Y / N)	PROPERTY NUMBER	DESCRIPTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
Y	57316	Dell laptop computer		41N77G1	D530	2008	Lost
Y	58148	Dell laptop computer		1C073B1	D610	2008	Lost
Y	58173	Dell laptop computer		9N9L3B1	D610	2008	Lost
Y	57811	Panasonic Toughbook 74 computer		GKSB78986	CF-19	2008	Lost
Y	58025	Panasonic Toughbook 74 computer		JKSB14875	CF-19	2008	Lost
<u>Y</u>	58893	Dell laptop computer		JS5T9N1	E5510	2010	Lost
•	l Comments:	The above items were not four			cal Inventory o	of Capital I	Equipment,
		ed for disposal to remove the abo					<u> </u>
INFORM	MATION TECH	INOLOGY (IT Technician):	Christopher N	AcGraw			
			Print Name				
Conditio	ons: Dis	pose-Good Condition-Unusable for	BOCC				
	X Dis	pose-Bad Condition-Send for recyc	ling-Unusable	2			
		•		-			
Comput	er is Ready for l	Disposition)
				//	· tot	Sen!	For
Date:	9/19/2016	Information Technology Technic	cian Signature	: Chu	itzha		
					\sim		
Date: _				the last			
FROM:	Escambia Cour	nty Department Director (Signature)	:	FE DE	6		
				un Elatabor			
		Director (Print Nam	e): <u>Snav</u>	wn Fletcher			
RECON	MENDATION	· · ·					
TO:		ty Commissioners					
		•					
Meeting	, Date: 10/06/2	2016					
			N (1				
Approv	ed by the Count	y Commission and Recorded in the	Minutes of:	Pam Childers, Clerk	of the Circuit Co	urt & Compt	roller
						un di Compa	
			·	By (Deputy Clerk)			
This Eq	uipment Has Be	een Auctioned / Sold					
by:						<u> </u>	
	Print Name		Signature			Date	
Property		to Clerk & Comptroller's Finance D	Department				
Clerk &		Finance Signature of Receipt		Date		-	
Property	Custodian. pleas	e complete applicable portions of disposi	ition form. See	Disposal process chart	s for direction.	rev. sh 11	.19.13

TO: Clerk & Comptroller's Finance Department FROM: Disposing Department: Information Technology COST CENTER NO: 270111						
Shawn Fletcher DATE: 9/19/2016						
Property Custodian (PRINT FULL NAME)						
Property Custodian (Signature): Phone No: 595-1678						
REQUEST THE FOLLOWING ITEM(S) TO BE DISPOSED:						
	DITION					
Y 60045 Dell laptop computer F6CKVV1 E5510 2012 L	ost					
Y 60057 Dell laptop computer F7HNVV1 E5520 2012 L	ost					
Y 60242 Microsoft tablet computer C02JPFB8DKQ1 Mac Book Pro 2013 L	ost					
Y 60297 Microsoft tablet computer C02KGG8QFFRP Mac Book Pro 2013 L	ost					
Y 61297 Dell laptop computer GVB7H12 E5540 2014 L	ost					
Disposal Comments: The above items were not found during the FY 2016 Physical Inventory of Capital Equipm	ient,					
and are being submitted for disposal to remove the above items from inventory.						
INFORMATION TECHNOLOGY (IT Technician): Christopher McGraw						
Print Name						
Conditions: Dispose-Good Condition-Unusable for BOCC						
X Dispose-Bad Condition-Send for recycling-Unusable						
Computer is Ready for Disposition						
Data: 9/19/2016 Information Technology Technician Signature: Christophur Mc Am						
Date: 9/19/2016 Information Technology Technician Signature:						
Date:						
FROM: Escambia County Department Director (Signature):						
Director (Print Name): Shawn Fletcher						
RECOMMENDATION:						
TO: Board of County Commissioners						
Meeting Date: 10/06/2016						
Approved by the County Commission and Recorded in the Minutes of: Pam Childers, Clerk of the Circuit Court & Comptroller	-					
By (Deputy Clerk)						
This Equipment Has Been Auctioned / Sold						
by:						
Print Name Signature Date						
Property Tag Returned to Clerk & Comptroller's Finance Department						
Clerk & Comptroller's Finance Signature of Receipt Date						
Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13						



AI-11092	C	ounty Administrator's Report	11. 5.
BCC Regular Meeting		Technical/Public Service Co	onsent
Meeting Date:	10/06/2016		
Issue:	Disposition of Property	,	
From:	Shawn Fletcher, IT Dir	ector	
Organization:	Information Technolog	У	
CAO Approval:			

RECOMMENDATION:

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

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

BACKGROUND:

Escambia County policy establishes the procedures for disposing of surplus or obsolete equipment.

This policy and procedure is in accordance with Florida Statute 274.06.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon approval by the Board and document execution, the Information Technology Division will

remove the property tag and return the tag and signed Disposition to the Clerk of the Circuit Court.

The Clerk's Office will remove the equipment from the Information Technology Department's inventory.

Attachments

Request for disposition 1 Request for disposition 2

TO:		mptroller's Finance Departmen		COSTOEN		270111	
FROM: Disposing Department: Information Technology COST CENTER NO:						270111	
	Fletcher			DATE:	9/22/16		
Propert	y Custodian (PRINT FULL NAME)					
Propert	ty Custodian (Signature):		Phone No:	595-1678		
DEOUE	ST THE FOL	LOWING ITEM(S) TO BE DISPO	OSFD.				
TAG	PROPERTY	DESCRIPTION OF ITEM		L NUMBER	MODEL	YEAR	CONDITION
(Y/N)	NUMBER	DESCRIPTION OF THEM	OLIVIA	IL NOMBER	MODEL		
Y Y	58564	Dell desktop computer		2KW8N81	Optiplex SX280	2005	BAD
Y	55056	Dell laptop computer		14CD6B1	Latitude D520	2006	BAD
Ŷ	55472	Dell desktop computer		DV1Y2C1	Precision 390	2006	BAD
Y	55901	Dell desktop computer	· •	1309SC1	Optiplex 745	2007	BAD
Y	55958	Dell desktop computer		70DL1D1	Optiplex 745	2007	BAD
Y	55964	Dell desktop computer		7ZCL1D1	Optiplex 745	2007	BAD
Disposal	l Comments:			· · · · · · · · · · · · · · · · · · ·			•
INFORM	MATION TECH	INOLOGY (IT Technician):	Benjamin Lar	non			
			Print Name				
Conditio	ne. Die	pose-Good Condition-Unusable for	BOCC				
Conditio		•					
	X Dis	pose-Bad Condition-Send for recyc	ling-Unusable	;			
Compute	er is Ready for I	Disposition		_			
•	•	•					
Deter	9/22/16	Information Tasks diam' Tasks	sion Cionotuno	. K	1		
Date:	5/22/10	Information Technology Technic		•	7		
Date: 9	/2216			XII.	1-		
				LA JA			
FROM:	Escambia Cour	nty Department Director (Signature)		fla 100			<u> </u>
		Director (Print Nam	e): Shav	vn Fletcher			
RECOM	IMENDATION	•			<u></u>		
		ty Commissioners					
		•					
Meeting	; Date: 10/06/1	6					
Approve	ed by the County	y Commission and Recorded in the	Minutes of:				
				Pam Childers, Cler	k of the Circuit Cou	irt & Compt	roller
				By (Deputy Clerk)			
This Eq	uipment Has Be	en Auctioned / Sold			<u></u>		
by:							
	Print Name		Signature			Date	
Property	Tag Returned	to Clerk & Comptroller's Finance D	Department				
Clark P	Comptroller's	Finance Signature of Receipt		Date		•	
		e complete applicable portions of disposi	tion form. See		s for direction.	rev. sh 11	.19.13
rroperty	Custouian, hiease	e combiere abbueance hor rions of gishost					

TO:	Clerk & Co	mptroller's	Finance Departm	ent				
FROM	ROM: Disposing Department: Information Technology COST CENTER NO: 270111							
Shawn Fletcher DATE: 9/22/16					9/22/16			
Propert	y Custodian	(PRINT FU	LL NAME)	//				
-	-	•						
Propert	y Custodian (Signature):		2	Phone No:	595-1678		
			7					
REOUE	ST THE FOL	LOWING IT	EM(S) TO BE DIS	POSED				
TAG	PROPERTY		PTION OF ITEM		AL NUMBER	MODEL	YEAR	CONDITION
(Y / N)	NUMBER							
Y	56389	Dell d	esktop computer	ŀ	IMW9CD1	Optiplex 755	2008	BAD
Y	57005	Dell	laptop computer		593WHF1	Latitude D520	2008	BAD
Y	57231	Dell I	aptop computer		28D9491	Latitude D610	2008	BAD
Y	58140	Dell d	esktop computer	I	FBGS3B1	Precision 470	2008	BAD
Y	58154		aptop computer		2Q8L3B1	Latitude D610	2008	BAD
Y	58390	Dell d	esktop computer	1	BVSBDK1	Optiplex 760	2009	BAD
Disposal	Comments:							
			·		· · · · · · · · · · · · · · · · · · ·			
	ATION TECH		T Technician):	Benjamin Lar				
INFORM	ATION TECH		I I Connician).					
				Print Name				
Conditio	ns:Dis	pose-Good C	ondition-Unusable for	or BOCC				
	X Dis	pose-Bad Co	ndition-Send for recy	cling-Unusable	;			
Compute	er is Ready for I	Disposition						
Compute	is Ready for i	Disposition			\sim	• • /		
	0/00/40				K	s at		
Date:	9/22/16	Informatic	on Technology Techr	nician Signature	<u> </u>			
Date: 9/	22/16							
			· D' · (0' · · · ·					
FROM:	Escambia Cour	ity Departmei	nt Director (Signatur	e):	42			
			Director (Print Na	me). Shav	vn Fletcher			
<u>i</u>								
RECOM	MENDATION	:						
TO:	Board of Count	ty Commissio	oners					
Monting	Date: 10/06/1	6						
Meeting	Date	<u> </u>						
Annrove	d by the Count	v Commissio	n and Recorded in th	e Minutes of:				
Appiove	d by the count	, commission		• ••••••••••••••	Pam Childers, Cler	k of the Circuit Cou	urt & Compti	oller
					By (Deputy Clerk)			
This Equ	ipment Has Be	en Auctioned	i / Sold					
by:								
	Print Name		Signature Date					
Property	Property Tag Returned to Clerk & Comptroller's Finance Department							
	Tag Returned	to Clerk & Co	omptroller's Finance	Department				
				Department	Date		_	
	Comptroller's	Finance Signa	omptroller's Finance ature of Receipt licable portions of dispo	<u> </u>	Date	s for direction	- rev. sh 11	19.13



AI-11051	County Administrator's Report 11. 6.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	10/06/2016
Issue:	Resolution for Second Amended and Restated Interlocal Agreement - Florida Green Finance Authority (PACE Provider)
From:	Chips Kirschenfeld, Director
Organization: CAO Approval:	Natural Resources

RECOMMENDATION:

Recommendation Concerning a Resolution Relating to the Second Amended and Restated Interlocal Agreement with Florida Green Finance Authority - J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management

That the Board adopt and authorize the Chairman to sign a Resolution relating to the Second Amended and Restated Interlocal Agreement Forming the Florida Green Finance Authority, providing Property Assessed Clean Energy (PACE) funding for energy efficiency, renewable energy and wind resistance upgrades to commercial property in Escambia County.

BACKGROUND:

On July 23, 2015, the Board approved and authorized the Chairman to execute a Party Membership Agreement with the Florida Green Finance Authority which comprise of the originating parties of the Towns of Mangonia Park and Lantana. Subsequent to that, the Florida Green Finance Authority related that it also required a resolution authorizing the Florida Green Energy Works program pursuant to the Party Membership Agreement.

Due to the continued statewide growth of the Florida Green Finance Authority, the Interlocal Agreement creating the Authority was in need of revision. Specific revisions to the program name, the Board of Supervisors' composition and appointment, quorum requirement and process for establishment, and program administration, were necessary for the future operation of the Authority. The Board of Supervisors of the Florida Green Finance Authority has approved such amendments to the interlocal agreement, as contained in the Second Amended and Restate Interlocal Agreement and has directed that they be brought back to the originating parties for adoption. The Second Amended and Restated Interlocal Agreement serves the best interest of the Florida Green Finance Authority as well as the residents and businesses located within the County.

BUDGETARY IMPACT:

No budgetary impact associate with the adoption of the Resolution.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution has been reviewed and approved for legal sufficiency by Stephen G. West, Senior Assistant County Attorney.

PERSONNEL:

No personnel impact associated with this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy Section I, A (6)

IMPLEMENTATION/COORDINATION:

Department of Natural Resources Management staff will coordinate as needed.

Attachments

Res-FLGreenFinanceAuth-2ndAmdRestatedAgrmt

RESOLUTION NO. R2016-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMISSIONERS OF ESCAMBIA COUNTY TO APPROVE AND ADOPT THE SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT EXECUTED BY THE TOWNS OF LANTANA AND MANGONIA PARK, WHICH FURTHER UPDATES THE BOARD OF SUPERVISORS' STRUCTURE FOR THE FLORIDA GREEN FINANCE AUTHORITY, PROVIDES FOR MORE FLEXIBILITY IN OBTAINING A QUORUM OF THE BOARD, CHANGES THE PROGRAM NAME, PROVIDES AN EFFECTIVE DATE, AND FOR OTHER PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Towns of Mangonia Park and Lantana are the originating parties in the creation of the Florida Green Finance Authority ("Authority"), providing Property Assessed Clean Energy ("PACE") funding for energy efficiency, renewable energy and wind resistance upgrades to commercial property in Escambia County; and

WHEREAS, due to the continued statewide growth of the Florida Green Finance Authority, the interlocal agreement creating the Authority was in need of revision; and

WHEREAS, specific revisions to the program name, Board of Supervisors' composition and appointment, quorum requirement and process for establishment, and program administration, were necessary for the future operation of the Authority; and

WHEREAS, the Board of Supervisors of the Florida Green Finance Authority has approved such amendments to the interlocal agreement, as contained in the Second Amended and Restated Interlocal Agreement attached hereto, and has directed that they be brought back to the originating parties for adoption; and

WHEREAS, the Board of County Commissioners of Escambia County believes the adoption of the Second Amended and Restated Interlocal Agreement serves the best interest of the Florida Green Finance Authority as well as the residents and businesses located within the County.

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

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

reference.

Section 2: The Board of County Commissioners of Escambia County, a political subdivision of the State of Florida, hereby authorizes the Chairman of the Board of County Commissioners of Escambia County to approve and adopt the Second Amended and Restated Interlocal Agreement on behalf of the County.

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

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS Clerk of the Circuit Court

Deputy Clerk

BCC Approved:

This document approved as to form and legal/sufficiency.

By ty Mony Title 2016 Date

SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT FORMING THE FLORIDA GREEN FINANCE AUTHORITY

This Interlocal Agreement (the "Agreement") is entered into between the Town of Lantana, Florida, a Florida municipal corporation ("Lantana") the Town of Mangonia Park, Florida, a Florida municipal corporation, ("Mangonia Park") (together the "Originating Parties") and those additional cities and counties that have and hereafter execute a Party Membership Agreement as defined herein, (the "Additional Parties") and that altogether comprise the Florida Green Finance Authority (the "Authority").

RECITALS

WHEREAS, Section 163.01, F.S., the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for their mutual benefit; and

WHEREAS, Lantana and Mangonia Park with the Additional Parties desire to enter into this Interlocal Agreement in order to establish the Florida Green Finance Authority as a means of implementing and financing a qualifying improvements program for energy conservation and efficiency improvements, and to provide additional services consistent with law; and

WHEREAS, Section 163.08, F.S., provides that a local government may finance "qualifying improvements," including the type of improvements sought to be provided through this Agreement, via the levy and collection of voluntary non-ad valorem assessments on improved property; and

WHEREAS, Sections 170.01, and 170.201, F.S. provide for supplemental and alternative methods of making local municipal improvements, including the type of "qualifying improvements" sought to be provided by this Agreement; and

WHEREAS, pursuant to Sections 163.08, 170.01, and 170.201, F.S. and this Agreement, Lantana has created a "qualifying improvements" program entitled "RenewPACE"; and

WHEREAS, Section 163.01(7), F.S., allows for the creation of a "separate legal or administrative entity" to carry out the purposes of an interlocal agreement for the mutual benefit of the governmental units, and provide for parties to the agreement to administer the agreement; and

WHEREAS, pursuant to Section 163.01(4), F.S. a public agency of this state may exercise jointly with any other public agency of the state, any power, privilege or authority which such agencies share in common and which each might exercise separately, and the Parties to this Agreement have legislative authority over property within their jurisdictional boundaries; and

WHEREAS, Section 166.021, F.S., authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law, and Section 125.01 F.S. grants

counties the power to carry on county government to the extent not inconsistent with general or special law; and

WHEREAS, Section 163.08, F.S., provides that property retrofitted with energy-related "qualifying improvements" receives a special benefit from reduced energy consumption, benefits from the reduced potential for wind damage and assists in the fulfillment of the state's energy and hurricane mitigation policies; and

WHEREAS, Lantana and Mangonia Park together with the Additional Parties have determined that it is necessary and appropriate to establish various obligations for future cooperation between themselves and the Authority related to the financing of qualifying improvements within the Authority; and

WHEREAS, this Agreement shall be administered pursuant to the terms and conditions herein; and

WHEREAS, Lantana, Mangonia Park and the Additional Parties have determined that it shall serve the public interest to enter into this Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide for the financing of qualifying improvements within the Authority.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Originating Parties agree as follows:

Section 1. <u>Recitals Incorporated</u>. The above recitals are true and correct and are hereby incorporated herein.

<u>Section 2.</u> <u>Purpose</u>. The purpose of this Agreement is to provide the most economic and efficient means of implementing a financing program for qualifying improvements on property owners' lands within the Authority's Service Area and to provide additional services consistent with state law.

<u>Section 3.</u> <u>Creation of the Authority</u>. By execution of this Interlocal Agreement there is hereby created, pursuant to Section 163.01, F.S. and Section 163.08, F.S., the Florida Green Finance Authority ("the Authority"), a separate legal entity and public body with all of the powers and privileges as defined herein.

<u>Section 4.</u> Legal Authority/Consent to Serve the Authority. The Authority shall have all the powers, privileges and authority as set forth below and as provided by Chapter 163, F.S., as necessary to accomplish the purposes set forth in this Agreement. By resolution of the governing bodies of the Originating Parties and as subsequently resolved by the Additional Parties, all powers available to the Authority under this Agreement and general law, including but not limited to, Chapters 125, 163, 166, 170, 189 and 197, F.S. may be implemented by the Authority within the jurisdictional boundaries of all Parties. The Parties do hereby consent and agree to levy and collect voluntary non-ad valorem assessments on properties, either individually or collectively through the Authority as permitted by law, as may be more specifically designated from time-to-time within their respective jurisdictions in accordance with the purposes of this Agreement and applicable law, to be repaid to the Authority. The Parties may also delegate the power to the Authority to levy and collect voluntary non-ad valorem assessments on properties within their jurisdictions as permitted by law. The Authority shall not act, provide its services or conduct its activities within any Party's jurisdiction without the execution of this Agreement and passage of a Resolution within that jurisdiction.

Section 5. Definitions.

- a. "Additional Parties" includes all cities and counties who execute a Party Membership Agreement to become part of the Authority.
- **b.** "Authority Board" shall be the governing body of the Authority, comprised of representatives from all Parties as defined herein.
- c. "RenewPACE Program" is the qualifying improvements program authorized by Section 163.08, F.S., developed by the third party administrator for Lantana and other Parties who elect to participate.
- d. "Interlocal Agreement" or "Agreement" is defined as this Agreement including any amendments and supplements executed in accordance with the terms herein.
- e. "Originating Parties" include the Florida local governments (as defined by Section 163.08, F.S.) that are the original signatories to this Agreement. These are the Towns of Lantana and Mangonia Park.
- f. "Participating Property Owner" is defined as a property owner whose property is located within the Service Area of the Authority and has voluntarily acquired financing from the Authority.
- g. "Parties" are any Florida local government (as defined by Section 163.08, F. S.) having the power to enter into interlocal agreements and which may, subject to the provisions of this Agreement, join in the efforts and activities provided for by this Agreement pursuant to Section 163.01, F.S. Any local government joining these efforts after the initial execution of this Agreement shall be known as an "Additional Party" or simply a "Party". To become a Party to this Agreement, a local government shall execute a Party Membership Agreement to the Florida Green Finance Authority in substantially similar form as the attached Exhibit B and passage of a Resolution within that jurisdiction.
- **h.** "Qualifying Improvements" are as defined in Section 163.08, F.S. in addition to any other improvements or services not inconsistent with state law.
- i. "Service Area" shall mean the geographic area comprising all of the jurisdictional boundaries of the Parties, except as such jurisdictional boundaries may be limited, expanded or more specifically designated, in writing with notice provided, from time to time by such Party or Parties, within the Florida Green Finance Authority as that area may be expanded or contracted in accordance with the provisions of this Agreement and the laws of the State of Florida.

<u>Section 6.</u> <u>Representation on the Authority Board</u>. The Originating Parties, and all Additional Parties upon joining the Authority through execution of this Agreement, shall be represented by a member of the Authority Board as provided in Section 10 of this Agreement.

<u>Section 7.</u> <u>Authority Boundaries and Service Area</u>. The boundaries of the Authority shall be the legal boundaries of the local governments that are Parties to this Agreement, which boundaries may be limited, expanded or more specifically designated, in writing with notice provided, from time to time by a Party. This is also the Authority's Service Area.

<u>Section 8.</u> Role of the Authority. As contemplated in this Agreement, the Authority will uniformly facilitate and assist the Parties with any necessary actions to levy and collect voluntary non-ad valorem assessments, or other legally authorized form of collection, on the benefitted properties within the Authority's Service Area and with securing the repayment of costs of qualifying improvements for those individual properties participating in the RenewPACE Program. Upon approval by the Authority of an application by a landowner desiring to benefit their property, those properties receiving financing for Qualifying Improvements shall be assessed from time to time, in accordance with the applicable law and/or financing documents. Notwithstanding a local government's termination of participation within this Agreement, those properties that have received financing for Qualifying Improvements shall continue to be a part of the Authority, until such time that all outstanding debt has been satisfied and the special assessments shall continue to be levied until paid in full for the applicable benefitted property.

<u>Section 9.</u> Powers of the Authority. The Authority shall exercise any or all of the powers granted under Sections 163.01, and 163.08, F.S., as well as powers, privileges or authorities which each local government might exercise separately, as may be amended from time to time, which include, without limitation, the following:

- a. To finance qualifying improvements within the Authority Service Area and to facilitate additional improvements or services consistent with law; including, but not limited to, acquiring, constructing, managing, maintaining or operating buildings, works or improvements;
- **b.** To make and enter into contracts in its own name;
- **c.** To enter into any interlocal agreement as necessary to exercise powers conferred by law;
- d. To appoint committees to assist with implementation of this Agreement;
- **c.** To employ agencies, employees, or consultants;
- f. To acquire, hold, lease or dispose of real or personal property;
- **g.** To borrow money, incur debts, liabilities, or obligations which shall not constitute the debts, liabilities, or obligations of the Originating Parties or any of the Parties to this Agreement;
- **h.** To levy and collect assessments, or assist in the levy and collection of assessments, either as the Authority or on behalf of a Party as permitted by law;
- i. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the Authority, the conduct of the business of the Authority, and the maintenance of records and documents of the Authority;
- **j.** To maintain an office at such place or places as it may designate within the Service Area of the Authority or within the boundaries of a Party;
- **k.** To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers,

duties, or purposes authorized by Section 163.08, F.S., and to accept funding from local and state agencies;

- I. To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in Section 163.08, F. S.;
- m. To create and adopt any and all necessary operating procedures, policies, manuals or bylaws;
- **n.** To maintain insurance as the Authority deems appropriate;
- **o.** To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement; and
- **p.** To exercise any powers or duties necessary to address carbon or renewable energy credits, or any other similar commodity that may come into existence, for the public benefits of the program.

Section 10. <u>Authority Board</u>. The Authority shall be governed by a seven (7) member Board of Directors. Only Parties, through their governing bodies, may appoint representatives to serve as an Authority Board Director.

- a. <u>Initial Board Composition</u>. The Initial Board shall be comprised of one Director appointed by the governing body of each Originating Party plus five (5) additional Directors to be appointed by the governing bodies of Additional Parties that join the Authority pursuant to paragraph b.1) below. Upon expiration of their terms as set forth in subparagraph c. of this section, the Initial Board seats shall be filled in the manner set forth below in subparagraph b. of this section.
- b. <u>Rules of Appointment</u>. To encourage broad geographical and diverse jurisdictional representation across the State, the Authority desires Directors from local governments both large and small, including cities and counties representative of the diverse participating regions from throughout the State of Florida. To the extent that their application is practical, in terms of being able to establish a quorum of Directors to conduct Authority business and in terms of the actual breadth of the Authority's Party membership at any given time, the following rules of appointment shall apply to the selection of Directors:
 - 1) <u>Geographic Diversity.</u> To the extent that the Authority has party members in each such boundary area, and to the extent practical, one (1) Director shall be appointed from among the Parties located within the boundaries of each of the five (5) water management districts as defined in Chapter 373, F.S. Additionally, following the expiration of the Initial Board term limit, and to the extent practical, no more than three Directors from Parties located within the same water management district boundary should be seated to serve at the same time.
 - 2) <u>Population Diversity</u>. To the extent practical, the Board shall include one Director from a Party having a population of 500,000 or more residents. To the extent practical, the Board shall also include one Director from a Party having a population of less than 20,000 residents.

- 3) <u>City and County Representation</u>. To the extent practical, the Board shall be comprised of Directors representing at least three (3) cities and representing at least three (3) counties.
- 4) Originating Party Directors; At Large Directors. Each Originating Party is entitled to a permanent Director seat at all times. In the event that an Originating Party does not appoint its Director, such seat shall become an "atlarge" seat. The Board may include up to two (2) At Large Directors. When an at-large Director seat is established and becomes available, any Party that does not already have a representative on the Board may nominate a representative to be considered for an At Large Director seat. At Large Directors. When selecting an At Large Director from among the representative nominees, the Board shall consider the geographic, population, and county/municipal factors stated in the Rules of Appointment, together with the Order of Appointment set forth in paragraph b.5) as well as any other factors that they believe to be relevant in order to achieve and/or maintain diversity on the Board.
- 5) Order of Appointment. As Additional Parties join the Authority, their governing body receives the right (but not the obligation) to appoint a Board member on a "first come-first served" basis, within the parameters of paragraphs b.1) through b.4) above. A Party who has a sitting Director may substitute that Director for another one from that local government jurisdiction any time upon notification to the Authority to serve out the remainder of a term. Each Party's right resets either after expiration of their Board Term, or after the Party is given the option of appointing a representative to the Board and chooses not to do so except for the Originating Party Directors as specified in paragraph b.4).
- 6) <u>Expertise of Directors.</u> Parties shall strive to appoint Directors with expertise in finance, administration and/or special assessments.
- c. <u>Director Term Limits</u>. All Board of Director terms shall be three (3) years. However, in the event that successor Directors are not appointed to serve pursuant to the parameters of paragraphs b.1) through b.4) above, then the term limited Director may serve additional terms until a successor is appointed at the end of any such additional term.
- d. <u>Officers.</u> The Board shall be governed by a Chair, a Vice Chair, a Secretary and a Treasurer. The Chair shall preside at meetings of the Authority, and shall be recognized as head of the Authority for service of process, execution of contracts and other documents as approved by the Authority. The Vice Chair shall act as Chair during the absence or disability of the Chair. The Secretary, which officer role may be delegated to a member of Staff, shall keep all meeting minutes and a record of all proceedings and acts of the Board and shall be responsible for ensuring that Board meeting minutes are distributed to all Directors and Parties in

a reasonable time period after the subject meeting. The Treasurer, which officer role may be delegated to a member of Staff, shall be responsible for managing and presenting the Authority Budget. The Chair and Vice-Chair shall be elected from the current Board membership and all officer terms shall be set as one (1) year terms and shall commence on October 1st of each year. The Board shall reorganize no later than September 30 for the subsequent fiscal year.

- c. <u>Board Powers and Duties</u>. The Authority Board shall act as the governing body of the Authority and shall have, in addition to all other powers and duties described herein, the following powers and duties:
 - 1) To fix the time, and determine policies and orders of business for meetings, the place or places at which its meeting shall be held, and as set forth herein, to call and hold special meetings as may be necessary.
 - 2) To make and pass policies, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State of Florida, or the provisions of this Agreement, as may be necessary for the governance and management of the affairs of the Authority, for the execution of the powers, obligations and responsibilities vested in the Authority, and for carrying into effect the provisions of this Agreement.
 - 3) To adopt bylaws or rules of procedure, or amend those initially adopted by the Originating Parties.
 - 4) To fix the location of the principal place of business of the Authority and the location of all offices maintained thereunder.
 - 5) To create any and all necessary offices in addition to Chair, Vice-Chair, Secretary and Treasurer; to establish the powers, duties and compensation of all employees or contractors; and to require and fix the amount of all non-ad valorem assessments and/or fees necessary to operate the RenewPACE Program.
 - 6) To select and employ such employees and executive officers as the Authority Board deems necessary or desirable, and to set their compensation and duties.
 - 7) To employ or hire such attorneys as it deems appropriate to provide legal advice and/or legal services to the Authority, and to employ and hire such other consultants as it deems appropriate through any procedure not inconsistent with law.
 - 8) As applicable and available, nothing herein shall limit the Authority's ability to pursue actions or remedies pursuant to Chapter 120, F.S.
- f. <u>Resignation.</u> Any Director may resign from service upon providing at least thirty (30) days written notice pursuant to Section 27 of this Agreement, to the Authority Board Secretary. Such notice shall state the date said resignation shall take effect. Additionally, any Authority Board Director who is absent for three (3) Authority Board meetings within any given year, unless excused by majority vote of the Board, may, at the discretion of the Board, be deemed to have resigned

from the Authority Board. Any Director who resigns shall be replaced in accordance with the Rules of Appointment set forth in subparagraph (b) above. Any resigning Director shall immediately turn over and deliver to the Authority Board Secretary all records, books, documents or other Authority property in their possession or under their control. If extenuating circumstances require appointment of an interim Director necessary to enable the Authority to operate, an interim Director may be appointed by majority vote of the Authority Board until such time as a permanent successor can be seated.

g. <u>Board Compensation; Expenses</u>. Authority Board Directors, as representatives of the local government Parties to this Agreement, shall serve without compensation. Reasonable travel or Authority-related expenses for Authority Board Directors shall be reimbursable as permitted by Florida law.

Section 11. Meetings of the Authority Board.

- a. Within thirty (30) calendar days of the creation of the Authority, or sooner if feasible, the Originating Parties shall hold an organizational meeting to appoint officers and perform other duties as required under this Agreement.
- **b.** There shall be an Annual Meeting of the Authority. The annual statements shall be presented, and any other such matter as the Authority Board deems appropriate may be considered.
- c. The Authority Board shall have regular, noticed, quarterly meetings at such times and places as the Authority Board may designate or prescribe. In addition, special meetings may be called, from time to time, by the Authority Board Chair, or by a majority vote of the Authority Board. A minimum of 24 hours notice to the public and all Authority Board Directors shall be given for any special meetings.
- d. In the absence of specific rules of procedure adopted by the Authority Board for the conduct of its meetings, the fundamental principles of parliamentary procedure shall be relied upon for the orderly conduct of all Authority Board meetings.

<u>Section 12.</u> Decisions of the Authority Board. A quorum of the Authority Board shall be required to be present at any meeting in order for official action to be taken by the Board. A majority of all Authority Board Directors shall constitute a quorum. A quorum may be established by both in person attendance and attendance through communications media technology, as allowed by state law, and pursuant to policy adopted by the Board. It is the desire and intent of this Agreement that decisions made by the Authority Board shall be by consensus of the Board. However, if a consensus is not achievable in any particular instance, then a majority vote of the quorum of the Authority Board shall be required to adopt any measure or approve any action, unless otherwise provided herein.

<u>Section 13.</u> <u>Authority Staff and Attorney</u>. The Authority's administrative functions shall be carried out on a day-to-day basis by the Third-Party Administrator and its subcontractors in accordance with the Administration Services Agreement attached as Exhibit A, as it may be updated and amended from time to time noticed to all Parties to this Agreement. The Third-Party Administrator shall be delegated with all duties necessary for the conduct of the Authority's business and be delegated with the exercise of the powers of the Authority as provided in Section 163.01 and Section 163.08, F.S. The Authority may also hire legal counsel to serve as its General Counsel.

<u>Section 14.</u> <u>Authorized Official</u>. The Authority Board Chair or its designee shall serve as the local official or designee who is authorized to enter into a financing agreement, pursuant to Section 163.08(8), F.S., with property owner(s) who obtain financing through the Authority.

<u>Section 15.</u> <u>Additional Parties</u>. With the express goal of expanding to offer services to all Florida local governments, the Originating Parties to this Agreement support and encourage the participation of Additional Parties as contemplated herein.

<u>Section 16.</u> <u>Funding the Initial Program</u>. Funding for the Authority shall initially be from grant funds or other funds acquired by the Originating Parties and/or Additional Parties. For the initial establishment of the Authority, contributions can be made to the Authority as permitted by law.

<u>Section 17.</u> Debts of the Authority are Not Obligations of any Parties. Pursuant to Section 163.01(7), F.S. the Authority may exercise all powers in connection with the authorization, issuance, and sale of bonds or other legally authorized mechanisms of finance. Any debts, liabilities, or obligations of the Authority do not constitute debts, liabilities or obligations of the Originating Parties or any Additional Party to this Agreement. Neither this Agreement nor the bonds issued to further the program shall be deemed to constitute a general debt, liability, or obligation of or a pledge of the faith and credit of any other Party to this Agreement. The issuance of bonds as contemplated by this Agreement shall not directly, indirectly, or contingently obligate any Party to this Agreement to levy or to pledge any form of taxation whatsoever therefore, or to make any appropriation for their payment.

Section 18. Annual Budget.

- **a.** Prior to the beginning of the Authority's fiscal year, the Authority Board will adopt an annual budget. Such budget shall be prepared in the manner and within the time period required for the adoption of a tentative and final budget for state governmental agencies pursuant to general law. The Authority's annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Authority.
- **b.** The adopted Budget shall be the operating and fiscal guide for the Authority for the ensuing Fiscal Year.
- **c.** The Board may from time to time amend the Budget at any duly called regular or special meeting.

Section 19. Reports.

a. Financial reports: The Authority shall provide financial reports in such form and in such manner as prescribed pursuant to this Agreement and Chapter 218, F.S. Both quarterly and annual financial reports of the Authority shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly and annual reports shall include a balance sheet, a statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles.

- **b. Operational reports:** The Authority Board shall cause to be made at least once every year a comprehensive report of its operations including all matters relating to fees, costs, projects financed and status of all funds and accounts.
- c. Audits: The Authority shall be subject to, and shall cause to be conducted; (i) an independent financial audit and (ii) an independent performance audit performed in accordance with generally accepted accounting practices and as applicable by state law.
- d. Reports to be public records: All reports, as well as supporting documentation such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, and other related records produced and maintained by the Authority, its employees and consultants shall be deemed public records pursuant to Chapter 119, F.S., and shall be made available for audit, review or copying by any person upon reasonable notice.

<u>Section 20.</u> <u>Bonds</u>. The Authority Board is authorized to provide, from time to time, for the issuance of bonds, or other legally authorized form of finance, to pay all or part of the cost of qualifying improvements in accordance with law.

Section 21. Schedule of Rates and Fees.

- **a.** Upon the creation of the Authority as set forth in this Agreement, the Authority Board shall establish a schedule of rates, fees or other charges for the purpose of making the Authority a self-sustaining district. There shall not be any obligation on the part of the Originating Parties or any Additional Parties for financing contributions. The Authority shall not be authorized to create or distribute a profit. This shall not, however, prevent the Authority from establishing reserves for unanticipated expenses or for future projects in keeping with sound, prudent and reasonable operation of the Program within industry standards or from fulfilling any other requirements imposed by bond financings, other financial obligations or law. Nor shall this prevent the Authority from incurring costs such as professional fees and other costs necessary to accomplish its purpose. The Authority Board shall fix the initial schedule of rates, fees or other charges for the use of and the services to operate the RenewPACE Program to be paid by each participating property owner consistent with Section 163.08(4), F.S.
- **b.** The Authority Board may revise the schedule of rates, fees or other charges from time to time; provided however, that such rates, fees or charges shall be so fixed and revised so as to provide sums, which with other funds available for such purposes, shall be sufficient at all times to pay the expenses of operating and maintaining the RenewPACE Program. This shall include any required reserves

for such purposes, the principal of and interest on bonds, or other financing method, as the same shall become due, and to provide a margin of safety over and above the total amount of any such payments, and to comply fully with any covenants contained in the proceedings authorizing the issuance of any bonds or other obligations of the Authority.

- c. The rates, fees or other charges set pursuant to this section shall be just and equitable and uniform for users and, where appropriate, may be based upon the size and scope of the financial obligation undertaken by a Participating Property Owner. All such rates, fees or charges shall be applied in a non-discretionary manner with respect to the Participating Property Owner's geographical location within the Authority's Service Area. No rates, fees or charges shall be fixed or subsequently amended under the foregoing provisions until after a public hearing at which all the potential participants in the Program, and other interested persons, shall have an opportunity to be heard concerning the proposed rates, fees or other charges. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees or other charges shall be provided in accordance with Chapter 163 and Chapter 197, F.S.
- d. The Authority shall charge and collect such rates, fees or other charges so fixed or revised, and such rates, fees and other charges shall not be subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state.
- e. In the event that any assessed fees, rates or other charges for the services and financing provided by the Authority to Participating Property Owners shall not be paid as and when due, any unpaid balance thereof, and all interest accruing thereon, shall be a lien on any parcel or property affected or improved thereby. Pursuant to Section 163.08(8), F.S., such lien shall constitute a lien of equal dignity to county taxes and assessments from the date of recordation. In the event that any such fee, rate or charge shall not be paid as and when due and shall be in default for thirty (30) days or more, the unpaid balance thereof, and all interest accrued thereon, together with attorney's fees and costs, may be recovered by the Authority in a civil action, and any such lien and accrued interest may be foreclosed and otherwise enforced by the Authority by action or suit in equity as for the foreclosure of a mortgage on real property.

<u>Section 22.</u> <u>Disbursements</u>. Disbursements made on behalf of the Authority shall be made by checks drawn on the accounts of the Authority.

Section 23. Procurement; Program Implementation and Administration. The Authority shall be administered and operated by a Third Party Administrator ("TPA") who shall be responsible for providing services to the Authority for the design, implementation and administration of the RenewPACE Program. The Originating Parties and all Additional Parties understand and acknowledge, and the Town of Lantana represents and warrants that, the procurement for the initial TPA was performed in accordance with its adopted procurement procedures. Pursuant to said procurement procedures, "EcoCity Partners, L3C" was hired as the TPA. The "Florida Green Energy Works Program Administration Services Agreement" between Lantana and EcoCity Partners, L3C is attached hereto as Exhibit 1 and is hereby incorporated by

reference. The initial Florida Green Energy Works Program Administration Services Agreement, as amended, was assigned by the Authority to Renewable Funding LLC on March 10, 2016.

<u>Section 24.</u> Term. This Interlocal Agreement shall remain in full force and effect from the date of its execution by the Originating Parties until such time as there is unanimous agreement of the Authority Board to dissolve the Authority. Notwithstanding the foregoing, dissolution of the Authority cannot occur unless and until any and all outstanding obligations are repaid; provided, however, that any Party may terminate its involvement and its participation in this Interlocal Agreement upon thirty (30) days' written notice to the other Parties. Should a Party terminate its participation in this Interlocal Agreement, be dissolved, abolished, or otherwise cease to exist, this Interlocal Agreement shall continue until such time as all remaining Parties agree to dissolve the Authority and all special assessments levied upon Participating Property Owners properties have been paid in full.

<u>Section 25.</u> <u>Consent</u>. The execution of this Interlocal Agreement, as authorized by the government body of the Originating Parties and any Additional Party shall be considered the Parties' consent to the creation of the Authority as required by Sections 163.01 and 163.08, F.S.

Section 26. Limits of Liability.

- a. All of the privileges and immunities from liability and exemptions from law, ordinances and rules which apply to municipalities and counties of this state pursuant to Florida law shall equally apply to the Authority. Likewise, all of the privileges and immunities from liability; exemptions from laws, ordinances and rules which apply to the activity of officers, agents, or employees of counties and municipalities of this state pursuant to Florida law shall equally apply to the officers, agents or employees of the Authority.
- The Originating Parties and all Additional Parties to this Agreement shall each be b. individually and separately liable and responsible for the actions of their own officers, agents and employees in the performance of their respective obligations under this Agreement pursuant to Chapters 768 and 163, F.S. and any other applicable law. The Parties may not be held jointly or severally liable for the actions of officer or employees of the Authority or by any other action by the Authority or another member of the Authority and the Authority shall be solely liable for the actions of its officers, employees or agents to the extent of the waiver of sovereign immunity or limitation on liability provided by Chapter 768, Except as may be otherwise specified herein, the Parties shall each F.S. individually defend any action or proceeding brought against their respective agency under this Agreement, and they shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for

governmental entities. Such liability is subject to the provisions of law, including the limits included in Section 768.28, F.S., which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28, F.S. or any other statute.

<u>Section 27.</u> <u>Notices</u>. Any notices to be given pursuant to this Interlocal Agreement shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or certified U.S. mail, return receipt requested, addressed to the Party for whom it is intended, at the place specified. The Originating Parties designate the following as the respective places for notice purposes:

Lantana:	Town Manager Town of Lantana 500 Greynolds Circle Lantana, Florida 33462
With a Copy to:	Lohman Law Group, P.A. 601 Heritage Drive, Suites 232-232A Jupiter, FL 33458 Attn: R. Max Lohman, Esq.
Mangonia Park:	Town Manager Town of Mangonia Park 1755 East Tiffany Drive Mangonia Park, Florida 33407
With a Copy to:	Corbett, White, Davis and Ashton, P.A. 1111 Hypoluxo Road, Suite 207 Lantana, FL 33462 Attn: Keith W. Davis, Esq.

<u>Section 28.</u> Filing. It is agreed that this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, as required by Section 163.01(11), F.S., and may be filed in subsequent jurisdictions pursuant to the appropriate process of public-record filing in that particular jurisdiction.

<u>Section 29.</u> <u>Joint Effort</u>. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, as a matter of judicial construction, be construed more severely against any one party as compared to another.

<u>Section 30.</u> <u>Execution in Counterparts</u>. This Interlocal Agreement may be executed in counterparts which shall be in original form all of which, collectively, shall comprise the entire Interlocal Agreement.

<u>Section 31.</u> Merger, Amendments. This Agreement incorporates and includes all prior negotiations, correspondence, 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, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained in this Interlocal Agreement shall be effective unless contained in a written document that is ratified or approved by at least seventy-five (75%) of the Parties to this Interlocal Agreement, which ratification or approval shall be expressed in writing by such Party and delivered to the Authority in a form upon which the Authority can rely, and the Authority has made a finding to that effect in the manner specified in Section 12 of this Interlocal Agreement.

<u>Section 32.</u> <u>Assignment</u>. The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

<u>Section 33.</u> <u>Records</u>. The Parties shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Florida law.

<u>Section 34.</u> <u>Compliance with Laws</u>. In the performance of this Agreement, the Parties hereto shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and municipal ordinances and regulations.

<u>Section 35.</u> <u>Governing Law and Venue</u>. This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim, objection or dispute arising out of the terms of this Interlocal Agreement shall be proper exclusively in Palm Beach County, Florida.

<u>Section 36.</u> <u>Severability</u>. In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent possible.

<u>Section 37.</u> Effective Date and Joinder by Authority. This Interlocal Agreement shall become effective upon its execution by the Originating Parties. It is agreed that, upon the formation of the Authority, the Authority shall thereafter join this Interlocal Agreement and that the Authority shall thereafter be deemed a Party to this Interlocal Agreement.

<u>Section 38.</u> <u>No Third Party Rights</u>. No provision in this Agreement shall provide to any person that is not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against any Party to this Agreement.

<u>Section 39.</u> <u>Access and Audits</u>. Palm Beach County has established the Office of Inspector General in Article VIII of the Charter of Palm Beach County, as may be amended, which is authorized and empowered to review past, present and proposed county or municipal

contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of Palm Beach County, its officers, agents, employees, and lobbyists, as well as the activities of all municipalities in the county, and their officers, agents, employees, and lobbyists, in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Chapter 2, Article XIII of the Palm Beach County Code of Ordinances.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Originating Parties hereto have made and executed this Interlocal Agreement on this $\underline{\mathcal{G}^{\mu}}$ day of $\underline{\mathcal{M}}_{\alpha \mathcal{Y}}$, 2016. OFLAN OWIN Town of Lantana, a municipal ATTEST: conporation of the State of Florida Β¥ ΒY Town Manager Clerk {l'own (Affix Town Seal) Approved by Town Attorney as to form and legal sufficiency Town Attorne

ATTEST:

ΒY Town Clerk (Affix Town-Seal)

Approved by Town Attorney as to form and legal sufficiency

Town of Mangonia Park, a municipal corporation of the State of Florida

BY: -Town Manager Town Attorney ć



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-11042	County Administrator's Report 11. 7.					
BCC Regular M	eeting Technical/Public Service Consent					
Meeting Date:	10/06/2016					
Issue:	Schedule a Public Hearing to Consider the Petition to Vacate a Portion of an Alleyway in Englewood Heights					
From:	Joy D. Blackmon, P.E., Director					
Organization:	Public Works					
CAO Approval:	Jack R. Brown					

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing to Consider the Petition to Vacate a Portion of an Alleyway in Englewood Heights - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the scheduling of a Public Hearing on November 3, 2016, at 5:31 p.m., to consider the Petition to Vacate a portion of an alleyway in Block 58 of Englewood Heights (20 feet x 150 feet), as petitioned by Ronald D. Ramsey.

BACKGROUND:

This request was originally presented May 5, 2016, at the Board's regular meeting. Due to the objection of an adjacent property owner the request was not approved by the Board. In response to concerns raised by the neighbor objecting to the original petition, the petitioner, Mr. Ramsey, has modified his request and reduced the size of the original vacation request from 20 feet x 300 feet to 20 feet x 150 feet. This adjustment affects the vacation request so that only the portion of the alleyway that touches his property will be vacated.

The petitioner owns 150 feet on the south side and 180 feet on the north side of the 20' wide alleyway in Block 58 of Englewood Heights, as recorded in Plat Deed Book 59, Page 107 of the Official Records of Escambia County, Florida. Block 58 is bordered by West Hayes Street to the north, West Baars Street to the south, North "F" Street to the west, and North "E" Street to the east. Mr. Ramsey is requesting that the Board vacate any interest the County has in the 20' wide alleyway (20 feet x 150 feet) located in Block 58. Staff has made no representations to the petitioner or the petitioner's agent, Mr. Gary Byrd, that Board approval of this request confirms the vesting or return of title to the land to the petitioner or to any other interested party.

There are no encroachment issues involved with this vacation request. Staff has reviewed the request and has no objection to the vacation. All utility companies

concerned have been contacted and have no objection to the requested vacation. No one will be denied access to his or her property as a result of this vacation.

BUDGETARY IMPACT:

Indirect staff cost associated with the preparation of recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Once the Public Hearing has been scheduled, the Petitioner will be notified, the date and time will be advertised, and all owners of property within 500 feet will be notified. Staff has been in contact with Mr. Gary Byrd, agent for the petitioner.

Attachments

Petition to Vacate Aerial Map

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

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as an alleyway in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

 That the Petitioner, Ronald D. Ramsey presently owns an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

THE PLATTED 20 FOOT WIDE ALLEYWAY LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF LOTS 11, 12, 13, 14, AND 15, BLOCK 58 OF ENGLEWOOD HEIGHTS AS RECORDED IN PLAT DEED BOOK 59 AT PAGE 107, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

2. That the Petitioner, Ronald D. Ramsey desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-way, alleyway, or other land described above and lying and being in Section 18, Township 2 South, Range 30 West and recorded in Plat Deed Book 59 at Page 107 of the public records of Escambia County, Florida.

3. That the portion of public road rights-of-way, alleyway, or other lands sought to be vacated, abandoned, and closed herein, is no longer needed to fulfill a public purpose.

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

Petitioner acknowledges that:

6 .

Approval by the Board of County Commissioners of a petition to vacate,

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

Could D. Komm

1

Ronald D. Ramsey Petitioner(s) Name

P.O. Box 1182 Street Address

<u>Gulf Breeze,</u> City Florida 32562 State

850-982-0458 Phone Number

May 7, Byl

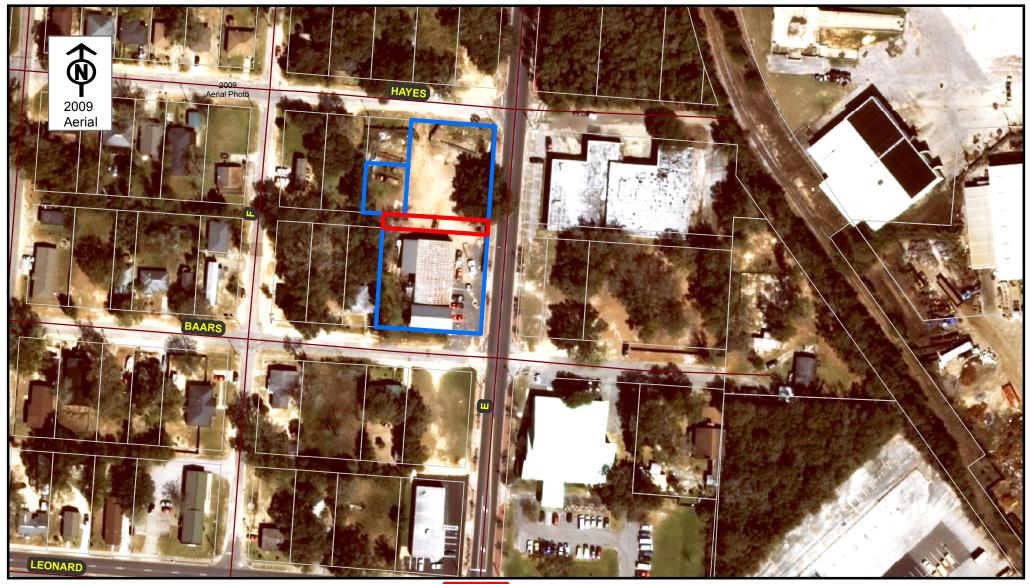
<u>Gary F. Byrd</u>, PSM #4400 Agent's Name

850-554-6734 Agent's Phone Number

JUNE 22, 2016 Date:

EXHIBIT A

REQUEST TO VACATE 20' ALLEYWAY LYING NORTH OF AND ADJACENT TO THE NORTH LINE OF LOTS 11-15, BLOCK 58 OF ENGLEWOODHEIGHTS Petitioner: RONALD D. RAMSEY Agent: GARY BYRD





ESCAMBIA COUNTY ENGINEERING DIVISION



Alleyway to be Vacated

Petitioner's Property

KPJ 7/6/16 DISTRICT 3



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-10533	County Administrator's Report 11.8.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	10/06/2016
Issue:	Quietwater Beach Ferry Landing Site Grant Application
From:	Joy D. Blackmon, P.E., Director
Organization:	Public Works
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Eastern Federal Lands Access Program - Quietwater Beach Ferry Landing Site - Joy D. Blackmon, P.E., Public Works Department Director

That the Board take the following action concerning the Eastern Federal Lands Access Program (FLAP) Project Grant Application for the Quietwater Beach Ferry Landing Site:

A. Authorize the County Administrator or his designee to submit a request for FLAP Funds to the Federal Highway Administration (FHWA) Eastern Federal Lands Highway Division (EFLHD) to request Grant funding for the Quietwater Beach Ferry Landing Site; and

B. Authorize the Chairman and/or the County Administrator, or designee, to sign any other documents related to the request for FLAP Funds, subject to Legal sign-off, and without further action of the Board.

[Funding source: No County funds will be required. The 20% match will be funded by FDOT toll revenue credits]

BACKGROUND:

A project application for the Eastern Federal Lands Access Program (FLAP) is being submitted by Escambia County for the design and construction of docking facilities and land-side improvements for the Pensacola Bay passenger ferry service at Quietwater Beach Pier. This project grant application is supported by the National Park Service (NPS), Gulf Islands National Seashore (see attached letter of support), the Santa Rosa Island Authority (SRIA) (approved during the February 25, 2015, Special SRIA Board Meeting), the Florida-Alabama Transportation Planning Organization (TPO), and local stakeholders. The county is currently working on the design and construction of Phase I, the landing dock, using \$979,439.00 in funds awarded under the FLAP in 2015.

Understanding that the FLAP Grant Program has a current 4-year cycle with

approximately \$5M available each cycle statewide, the parties involved have constructed the grant proposal into a "multi-phased" or "priority" approach. The breakdown of the three phases and related costs are attached herein.

The first priority includes all waterside and accessibility improvements less the widening of the existing Quietwater Pier dock; the second priority is widening the Quietwater Pier dock, and the third priority will be the land-side improvements, which includes the construction of a shade structure and seating upgrades at the existing Boardwalk Amphitheatre. The FLAP Grant Program requires a 20% local match; however, the county will utilize FDOT toll revenue credits to cover the local match contribution leaving no budgetary impact to the county.

The estimated total cost for all water-side and land-side improvements is approximately \$3,485,436.25, of which \$697,087.25 would constitute the county's local match requirement (see attached Quietwater Beach Ferry Landing Site Cost Information).

As proposed, the project would construct the necessary docking facilities and land-side improvements for the Pensacola Bay passenger ferry service at Quietwater Beach Pier. The attached FLAP Grant Application details the phased approach for the Quietwater Beach area improvements as agreed upon by all involved parties. Priority 1/Phase 1, which included all water-side improvements plus ticket kiosk and accessibility upgrades less existing pier widening, has been awarded FLAP funds and is currently in design with construction anticipated in early 2017. Priority 2/Phase 2 includes widening of the existing pier, and Priority 3/Phase 3 includes all land-side improvements, including the shade structure.

This ferry service will meet significant transportation needs for the City of Pensacola, Pensacola Beach, and the Fort Pickens area of Gulf Islands National Seashore as identified in the Seashore's new General Management Plan. The National Park Service completed an Alternative Transportation Study for Gulf Islands National Seashore in 2009 that validated the need of the ferry service, and completed a Ferry and Shuttle Transportation Feasibility Study in 2014 that confirmed operational details and the economic viability of the ferry service. The Seashore has constructed a ferry pier and associated handicapped accessible ramp, walkway, and passenger pavilion at Fort Pickens with Paul S. Sarbanes Transit in Parks program funding.

Recently, early recovery efforts to mitigate impacts associated with the 2010 Deepwater Horizon Oil Spill have created an opportunity to provide funding to Gulf Islands National Seashore for acquisition of two passenger ferry vessels. This Early Restoration project funding, over \$4 million, has been received, and the Seashore has contracted with All American Marine for the design and construction of these passenger ferry boats.

The ferry service will be operated by the National Park Service under a concessions contract. The Pensacola Bay passenger ferry service is scheduled to begin May 2017.

BUDGETARY IMPACT:

No county funds will be required. The 20% match will be funded by FDOT toll revenue credits.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

No new personnel will be required.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval of all grant applications.

IMPLEMENTATION/COORDINATION:

Escambia County Transportation & Traffic Operations (TTO) staff will coordinate with Santa Rosa Island Authority, City of Pensacola, Florida-Alabama Transportation Planning Organization (TPO), and the National Park Service (NPS). Upon approval of the recommendation, TTO staff will submit the grant application to the Eastern Federal Lands Access Division of the Federal Highway Administration.

Attachments

Resolution 2014-50 2016 FLAP Application Letter of Support



RESOLUTION NUMBER R2014-50

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS SUPPORTING COUNTY, FLORIDA, THE OF ESCAMBIA OF THE NATIONAL PARK SERVICE ESTABLISHMENT PENSACOLA BAY FERRY SERVICE AND THE DEVELOPMENT OF INFRASTRUCTURE FOR A WATER TRANSPORTATION SYSTEM PENSACOLA, FORT PICKENS, AND PENSACOLA LINKING **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.

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

<u>SECTION 1.</u> That the above stated recitals are true and correct and incorporated herein by reference.

<u>SECTION 2</u>. 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.

<u>SECTION 3.</u> 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.

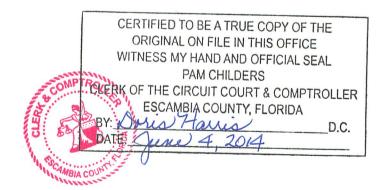
ADOPTED this <u>3rd</u> day of ____ 2014. BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA 11.10 Lumon J. Mar Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By Men eputy Clerk



Date Executed 3.2014



Approved as to form and legal

sufficiency

By/Title

Date:

General Information:

The Federal Lands Access Program was created by the "Moving Ahead for Progress in the 21st Century Act" (MAP-21) and continued in the "Fixing America's Surface Transportation" (FAST) Act of 2015 to improve state and local transportation facilities that provide access to and through federal lands for visitors, recreationists and resource users.

Instructions:

Proposed projects or studies must be located on a public highway, road, bridge, trail or transit system that is located on, is adjacent to, or provides access to Federal lands for which the facility title or maintenance responsibility is vested with a State, county, city, township, tribal, municipal, or local government. A 20% matching share is required for this program. Other Federal (non-title 23 or 49) funds may be used as match.

All projects must be submitted using this Eastern Federal Lands (EFL) Access Program Application form. The applicant must be the facility owner, have maintenance responsibility or must supply a letter from the facility owner/maintainer indicating the application is being submitted on their behalf. It is the responsibility of the applicant to supply the necessary information to complete the application to the best of their ability.

Project applications must be sponsored by the appropriate Federal Land Management Agency (FLMA) with an application signature and/or letter of support. Attachments such as cost estimates, maps, photos etc. may be included but are limited to 10 pages. Letters supporting the project do NOT count towards the 10 additional pages allowed for application support.

E-mail your completed application package to <u>Efl.planning@dot.gov</u>. If you need assistance in completing this application form or have questions about the program, please contact: Lewis Grimm, PE, FHWA-EFL Planning Team Leader at 703-404-6289 or <u>Lewis.Grimm@dot.gov</u> or the FHWA PDC member listed on the EFL FLAP web page for the respective state.

Implementation:

The Programming Decisions Committee (PDC) for each state will review project applications and prioritize them based on weighted selection criteria developed by the PDC. The selection criteria are reflective of needs in that state and Federal regulations and guidelines. Project approval resides with the PDC. The PDC will select a balanced program that maximizes funding and addresses critical needs, in consultation with applicable FLMAs.

Memorandums of Agreement (MOA) will be required for each programmed project. The project MOA will indicate the project delivery method, match requirements, funding sources/limitations, scope, schedule, and responsibilities of the project signatories.

Project delivery with stewardship and oversight will be through FHWA-EFL or State Department of Transportation (DOT). Local public agencies that are certified by the State DOT may be permitted to deliver the projects contingent on the joint approval of the FHWA-EFL and the State DOT.

For partner delivered projects, fund obligations will be requested following an executed MOA by the State DOTs through a standardized PR-2 form. Access program funds will not reimburse work performed prior to execution of the MOA and the PR-2 (i.e. Right of Way transfers or Engineering services).

Program goals, eligible activities, application tips and the Call for Projects Standard Operating Procedures (including the selection criteria) for this application are located under the appropriate state on the Federal Lands Highway website. <u>http://flh.fhwa.dot.gov/programs/flap/</u>

Print Form

Submit by E-mail

Eastern Federal Lands Access Program Project Application

Project Name: Quietwater Beach Ferry Dock	Route Number: 400 Qui	etwater Beach Rd				
Facility Owner: Escambia County	Facility Maintainer: Escamb	ia County				
Requested Project Delivery Agency:						
🔲 Eastern Federal Lands (EFLHD) 🗌 State DOT 💈	🛾 Local Agency 🗌 Other					
Functional Classification: National Highway System Arterial Major Collector Minor Collector Local Road Other	Project Design Standards: AASHTO State DOT Local Government Federal Lands Highway (FLH)					
Type of Project Proposed: (Check all that apply)		Estimated Project Budget				
\boxtimes New Project \square Rehabilitation $\boxtimes \frac{\text{Expansion}}{\text{Enhancement}} \square$ Other	Preliminary Engineering:	\$232,362.00				
🗌 Design	Construction Engineering:					
Preliminary Engineering Environmental (NEPA Document)	Construction Cost:	\$2,323,625.00				
Right of Way	Right-of-Way:					
⊠ Construction	Other Costs:					
Paving, road base or surface course projects Safety enhancements or structures	Total Project Cost:	\$2,788,349.00				
Minor drainage	Pro	oject Funding				
Major concrete structures Bicycle/pedestrian facility Construction Contract	Requested FLAP Funds:	\$2,788,349.00				
Construction Engineering	Estimated Match Toll Cre	dits \$697,087.25				
Planning/Technical Study or Research	Other:					
Other (e.g. Intermodal or transit facilities, ITS, HSIP, environmental mitigation)	Total Project Cost:	\$3,485,436.25				
	Calculated Match Percent	20%				
If Other, specify:	Match Formula: FLAP Funds / Fec	Match Formula: FLAP Funds / Federal Share(80%) - FLAP Funds				
Project Location:	Benefitting Federal Land Unit(s)					
City: Pensacola Beach	Ft. Pickens Area in FL Dis	strict Gulf Islands NS				
County: Escambia County	Federal Land Management	Agency (FLMA) managing the				
State: Florida	\square above unit(s) \square Bureau	of Land Management d Wildlife Service				
Longitude/Latitude 30.3359 N 87.14106 W	I Forest S	Service				
Congressional District(s) 1		al Park Service ny Corps of Engineers e.g. DOD,)				
Project Applicant:						
Name: David Forte	-	y Gulf Islands National Seashore				
Position: Division Manager	FLMA Signature of Project	ct Acknowledgement & Concurrence				
Agency: Escambia Board of County Commissioners						
Phone: 850-595-3404	Name: Dan Brow	'n				
E-mail: dvforte@myescambia.com	Title: Superinter	ndant				
Address: 3363 West Park PL	Phone: 850-934-2	.613				
Address: Pensacola, FL 32505	E-mail: Daniel_R_	_Brown@nps.gov				

Page 2 of 6

Print Form

Eastern Federal Lands Access Program Project Application

Prioritization	n Factors:					······			
-FLMA, Stat	-FLMA, StateDOT, and facility owner agree that the project is an Economic/Visitation Generator.								
-FLMA, StateDOT, and facility owner agree that the project is a priority.							⊠Yes	No	
-Project is consistent with the metropolitan, statewide and/or regional planning process.							⊠Yes	□No	
-Project is consistent with currently adopted agency plans.							⊠Yes	∏No ∏No	
-If local delivery is requested, the applicant is certified by the State DOT to administer local agency projects Xes following Federal Highway Administration requirements.									
Project Development Status									
Not Started In Progress Completed N/A Completion Date/Comm									
Project on T	IP/STIP			x					
Right of Way	у				X				
Utilities					x				
Preliminary 1	Engineerin	g 🗌	x			ι. ·			
NEPA Docu	ment			X		2011 / 2014	, ,		
Permits			x						
Anticipated Delivery Calendar Year:			2017						
Latest Possible Delivery Calendar Year			2017						
Resource Pro									
	fy any imp Positive	acts to known na	tural, cu	iltural or phys	ical res	ources associated with this project. (Chec	k all that a	pply)	
Negative Impact	Impact								
		Wetlands/Water Resources							
	×	Threatened & E	ndangei	red Species					
	x	Species of conc	ern/state	listed					
		Other biologica	l resourc	ces (fisheries,	rookeri	es)			
		Wild & Scenic	River (o	r other state c	lassific	ations)			
		Non-attainment	areas (a	ir quality)			4		
	x	Historic & arch	eologica	l resources					
		Native America	n areas/	concerns					
		Wilderness or re	badless a	areas					
	x	Parks & recreation areas/wildlife refuge [Section 4(f) 6(f)]							
		Hazardous materials/contamination site							
	Air, noise, and/or visual impacts								

1. Project Description

Please provide a summary of the purpose and need for the proposed project. Provide a detailed description of the project activities that would be funded with Access Program funds. Describe the overall design concept, any unusual design elements, design standards, and any work affecting structures (bridges and major culverts). Include widths, surfacing type, earthwork needs or roadside safety features. Include options and funding breakdown for scaling/phasing the project, if applicable.

Pensacola Beach occupies a 9-mile section of Santa Rosa Island. The year-round population is less than 3,000. It is a popular vacation area and its beaches are ranked among Trip Advisor's "Top 25 Beaches". There are hundreds of hotels, motels, resorts, condos, and beach houses on the island and in the summer the daytime population can exceed 25,000. The commercial core of Pensacola Beach is located at the junction of Pensacola Beach Blvd, Via De Luna Dr and Fort Pickens Road. The entrance to the Fort Pickens Area of the National Seashore is 2.5 miles to the west. The proposed ferry landing is at the Quietwater Beach Boardwalk, one of several commercial developments in the center of Pensacola Beach. In addition to retail shops, restaurants, and nightclubs, Quietwater Beach Boardwalk has a public beach area and a public boat dock. The proposed Quietwater Beach Ferry Landing site at Pensacola Beach is proposed at the publicly owned dock located in Santa Rosa Sound at Quietwater Beach. Quietwater Beach is a very popular beach area along the Quietwater Boardwalk commercial shopping and restaurant development, and is located in the heart of Pensacola Beach.

Priority 1: Phase I (FLAP Request = \$783,551; 20% Match = \$195,888; Total = \$979,439). Awarded in June 2015 A fixed ferry arrival / departure dock to provide a dedicated tie-off for the ferry. Other improvements include controlled access (dock gate), edge protection, pole lighting, fire hydrant and accessibility improvements (ADA) along the path to the new dock. Design is underway with construction to be completed by February 2017.

Priority 2: Phase II (FLAP Request = \$698,900; 20% Match = \$174,725; Phase II Total = \$873,625) The existing pier is 8 to 9 feet wide by approximately 350 feet long with composite decking and grate surface (center portion of dock is open grating). Improvements include widening of existing walking surface to an overall width of 16 feet over the length of the existing pier. A composite decking and grate system, with edge protection is needed for access safety and reduced resource impacts. Additional pole lighting will be evaluated during design for pedestrian safety.

Priority 3: Phase III (FLAP Request = \$1,160,000; 20% Match = \$290,000; Phase III Total = \$1,450,000) The passenger queuing area will be at the existing amphitheater which is adjacent to the pier ramp access. A "palapa" style shade shelter will be developed over the amphitheater area to provide a protected passenger queuing area with direct view to the pier and ferry landing. The amphitheater seating will be rebuilt with composite decking and adjusted to integrate with the new shade shelter. The NPS received funding for a sheltered queuing area at the Fort Pickens area through the FLAP to support the ferry pier at that site.

See attached engineers cost estimate.

2. Safety Benefits

Please describe how this project addresses issues related to safety. Will the project improve safety for all users (pedestrians, bicycles, motor vehicles, etc.)? Will this project improve identified crash sites or hazardous conditions (road safety audits or engineering assessments)?

The existing dock is 350 feet long and 9 feet wide connecting the Quietwater Boardwalk to the new ferry landing pier. The dock is very popular with patrons of the Boardwalk businesses and beachgoers along Santa Rosa Sound. Currently the high number of visitors playing, jumping, swimming or just sight seeing occupy most of the square footage of the existing dock. With the addition of up to 149 passengers departing the ferry and another 149 passengers boarding the ferry, room to safely maneuver on the dock is quickly diminished. The widening of the dock to 16 feet would provide abundant room for all the dock users and match the width of the other docks at Fort Pickens and the City of Pensacola. Additional safety upgrades will include edge protection and designated ladders to exit the water.

Safety benefits throughout the region will be the reduction in automobile travel. The historic Fort Pickens area is 17 miles from downtown Pensacola and 9.5 miles from the center of Pensacola Beach. Those traveling from Pensacola to Pensacola Beach must travel two bridges (one is 3 miles and the other has a toll) and through the City of Gulf Breeze. The ferry service will potentially eliminate some 20,000 of these trips annually.

The safety benefits are particularly important in Gulf Breeze where all traffic heading towards Pensacola Beach or Fort Pickens is pass-through traffic in a highly developed area, including a major school zone. Safety benefits within Pensacola Beach and the National Seashore include reduced motor vehicle activity along tow lane roads with significant pedestrian and bicycle activity.

3. Accessibility and Mobility Benefits

Please describe how the proposed project routes are connected to a FLMA inventory route. Describe how the project addresses the need on FLMA plan, State or County Comprehensive Plan. Describe how the proposed project will fill missing links in the network, remove travel restrictions and bottlenecks. How will the plan improve mode choice, explore and enhance transit system (i.e. operation and maintenance of transit facilities, etc.)? Will the plan reduce traffic congestion; enhance visitor mobility and accessibility?

No additional parking is proposed as part of this project. The existing parking lots for the Quietwater Boardwalk have over 500 spaces available for public parking. Additionally, overflow parking is available immediately south of the Boardwalk, across Via de Luna on large surface lots with over 1,100 spaces. Pedestrian access to these parking lots is provided at a crosswalk at the intersection of Via de Luna and Fort Pickens Rd.

One of the goals of the ferry service is to reduce vehicle congestion and volume from Pensacola to Santa Rosa Island and teh Fort Pickens Area. Due to the limited public parking, expansion of the Escambia County bus routes and the Santa Rosa Island Aughority trolley service are providing mass-transit options to the Pensacola Beach ferry landing and alleviate impacts from ferry user parking requirements.

Arriving passengers would be allowed to unload in the designated areas at the main boardwalk entrance. this entryway will include orientation and directional signs to guide passengers to the ticketing kiosk, ferry dock and public restrooms. The ferry service will provide mobility choices during the bridge replacement project over Pensacola Bay. Construction of the US Hwy 98 bridge connecting Pensacola to Gulf Breeze is scheduled to begin in 2017. The bridge project is planned to take four years to complete.

4. Preservation Benefits

Will this project improve the National Bridge Inventory System (NBIS) deficient bridge rating? How will the project improve surface conditions? Will the project reduce operating costs? How will the project contribute to the protection of specific natural, cultural, historic, and/or scenic resources?

The reduction in automobile traffic will produce modest reductions in roadway operating and maintenance costs. The primary financial benefit of the project is the potential that it would enable the passenger ferry service to offset current vehicular congestion and provide an alternative access to the park should Fort Pickens Rd be destroyed by another storm and rebuilding it not be financially viable.

The anticipated increase in visitation to the park can be accommodated without the increase in impacts to threatened and endangers species via road kill incidents and illegal parking. The project will recreate the historic method of water transport to Fort Pickens while maintaining the significance of the historic structures by adaptively reusing them for new visitor use.

5. Economic Development Benefits

Please describe how this project will attract tourism/visitation. Will the project address more than one Federal Land Management Agency (FLMA) area? How will this project influence economic development? How will this project address visitor mobility, access, and experience?

Tourism is a major economic generator for the Pensacola Bay area. With the expansion of the pier, this will enable the ferry service between downtown Pensacola, Fort Pickens and the Quietwater Boardwalk area of Pensacola Beach. Currently, tourism accounts for \$500 M a year and is an economic engine for the Pensacola Bay area and water transportation can enhance tourism by adding an on-water sightseeing experience.

Direct economic development benefits are anticipated for the areas near the alnding sites in downtown Pensacola and Pensacola Beach. Downtown Pensacola will benefit from visibility as teh primary launch site for ferry trips. Pensacola Beach will benefit from the increased tourism that can be accommodated without increased parking demand.

The benefits for the Fort Pickens section of the seashore are the protection of wildlife and historic resources by reducing the impacts of automobile traffic.

6. Sustainability and Environmental Quality Benefits

Please describe how the proposed project contributes to the environmental goals and objectives of the Federal Land Management Plan or other applicable land management plan. How will the proposed project avoid/minimize/mitigate potential impacts to environmental or cultural resources? Will the project improve fish passage and/or wildlife connectivity? How does the proposed project contribute to the use of sustainable energy sources for transportation?

The ferry service and infrastructure will support several key goals in the National Seashore's General Management Plan (GMP). The ferry will support the GMP in several ways:

*Supports a variety of visitor experience opportunities, including recreational/beach activities, transportation, a boating and water experience and connections to other historic, cultural, community and commercial amenities.

*Supports the purpose of the Seashore to serve as an outdoor classroom, by including educational materials and providing access for visitors to experience and learn in different parts of the Seashore.

*Supports the National Seashore NPS's goals for sustainability and climate change, including the use of multi-modal transportation choices.



United States Department of the Interior

National Park Service Gulf Islands National Seashore 1801 Gulf Breeze Parkway Gulf Breeze, FL 32563



IN REPLY REFER TO:

A44

February 13, 2015

Federal Lands Access Program Eastern Federal Lands Federal Highway Administration

Eastern Federal Lands:

A project application for the Federal Lands Access Program (FLAP) is being submitted by Escambia County for the construction of docking and related facilities for the Pensacola Bay passenger ferry service. This project is supported by The National Park Service, Gulf Islands National Seashore.

The project, as proposed, would construct the necessary docking facilities and provide safe, accessible public access for the Pensacola Bay passenger ferry service at the ferry's departure site at Quietwater Beach within the community of Pensacola Beach. This ferry service will meet significant transportation needs for the Fort Pickens Area of Gulf Islands National Seashore as identified in the Seashore's new General Management Plan. The National Park Service also completed an Alternative Transportation Study for Gulf Islands National Seashore in 2009 that validated the need of this ferry service, and completed a Ferry and Shuttle Transportation Feasibility Study in 2014 that confirmed operational details and the economic viability of the ferry service. These studies identified the ferry route connecting both Pensacola and Pensacola Beach to Fort Pickens. The Seashore has constructed a ferry pier, associated handicapped accessible ramp and passenger shade pavilion at Fort Pickens with Paul S. Sarbanes Transit in Parks program funding. In 2014 the City of Pensacola was awarded FLAP funding for the construction of ferry docking facilities at the Port of Pensacola.

Recently, efforts to mitigate impacts associated with the 2010 Deepwater Horizon Oil Spill have provided funding to Gulf Islands National Seashore for acquisition of two passenger ferry vessels. This NRDA Early Restoration project funding, over \$4 million, has been received and the Seashore is working with NPS contracting staff to proceed with the design and construction of these passenger ferry boats.

The ferry service will be operated by the National Park Service under a concessions contract that will also include the operation of a shuttle service to provide ground transportation at Fort Pickens for ferry passengers. Gulf Islands National Seashore is one of the top ten most visited national park areas in the country with more than 4.5 million annual visitors, and Fort Pickens is one of the most heavily visited areas of the Seashore.

Gulf Islands National Seashore encourages your favorable consideration of this application.

Sincerely,

Perun.

Daniel R. Brown Park Superintendent



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-10987	County Administrator's Report 11. 9.				
BCC Regular M	eeting Technical/Public Service Consent				
Meeting Date:	10/06/2016				
Issue:	Certificates of Public Convenience and Necessity for Advanced and/or Basic Life Support Services in Escambia County				
From:	Mike Weaver, Department Director				
Organization: CAO Approval:	Public Safety				

RECOMMENDATION:

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

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

A. Approve the issuance of a Certificate of Public Convenience and Necessity for provision of Advanced Life Support and/or Basic Life Support services in Escambia County, Florida, with noted limitations, to Atmore Ambulance, Inc., Escambia County Public Safety Department, Lifeguard Ambulance Service of Florida, LLC, Rocky Mountain Holdings, LLC, dba Air Methods Corporation, and Sacred Heart Children's Hospital, effective January 1, 2017, through December 31, 2017; and

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

BACKGROUND:

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

Following are descriptions of the five providers, the unique service each offers, which provides public convenience and necessity, and their coverage area within the county:

1. Atmore Ambulance, Inc. provides ALS services to the portions of Escambia County served by the Davisville and Walnut Hill telephone extensions. It also provides BLS non-emergency transports to all of Escambia County.

2. Escambia County Public Safety Department provides ALS ground response to the entire County to include all ALS and BLS transfers.

3. Lifeguard Ambulance Service of Florida, LLC provides ambulance ground transportation for patients between their aircraft and Pensacola hospitals, as well as provides out-of-county ambulance transports in support of its air operations. It also provides BLS non-emergency transports to all of Escambia County.

4. Rocky Mountain Holdings, LLC dba Air Methods Corporation provides ALS air response transportation to the entire area of Escambia County. Air Methods is a support agency to Escambia County Public Safety/EMS and is primarily used for rapid response and transportation of critically ill or injured patients.

5. Sacred Heart Children's Hospital provides ALS response and transportation of critically ill neonatal (newborn infants) and pediatric cases in the entire area of Escambia County.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

N/A

Attachments

<u>certificates</u>

EMERGENCY MEDICAL SERVICES CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, theAtmore Ambulance, Inc. has requested authorization to provideAdvanced Life Supportservices to the citizens ofEscambia(Advanced Life or Basic Life Support)County; and

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

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

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

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

Date Issued	January 1, 20	017	_	Date of	f Exp:	iration	E	ecember	31,	2017
			_	Unless	cert	ificate	is	sooner	revok	ed or
						suspend	led)			
Limitations:	JURISDICTION:	Provide	Advanced	Life Suppo	ort s	ervices	to	the por	tions	of
Escambia Cour	ntv served by t	the Davis	ville and	Walnut Hil	11 te	lephone	ext	ensions		

ATTEST: Pam Childers Clerk of the Circuit Court

> Board of County Commissioners Grover C. Robinson, IV, Chairman

By: _____ Deputy Clerk

BCC Approved:

EMERGENCY MEDICAL SERVICES CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

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

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

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

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

Date Issued January 1, 2017 Date of Expiration December 31, 2017 Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency transports only.

ATTEST: Pam Childers Clerk of the Circuit Court

By: ______ Deputy Clerk

Board of County Commissioners Grover C. Robinson, IV, Chairman

BCC Approved:

PUBLIC SAFETY BUREAU CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

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

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

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

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

Date Issued January 1, 2017

Date of Expiration December 31, 2017 (Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: To include all ALS and BLS transfers

ATTEST: Pam Childers Clerk of the Circuit Court

> Board of County Commissioners Grover C. Robinson, IV, Chairman

By: _____ Deputy Clerk

BCC Approved: ____

EMERGENCY MEDICAL SERVICES CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

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

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

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

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

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

Date Issued January 1, 2017

Date of Expiration <u>December 31, 2017</u> (Unless certificate is sooner revoked or suspended)

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

ATTEST: Pam Childers Clerk of the Circuit Court

> Board of County Commissioners Grover Q. Robinson, IV, Chairman

By: _____ Deputy Clerk

BCC Approved

EMERGENCY MEDICAL SERVICES CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

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

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

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

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

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

Date Issued <u>January 1, 2017</u>

Date of Expiration <u>December 31, 2017</u> (Unless certificate is sooner revoked or suspended)

Limitations: Non-emergency transports only.

ATTEST: Pam Childers Clerk of the Circuit Court

> Board of County Commissioners Grover C. Robinson, IV, Chairman

By: _____ Deputy Clerk

BCC Approved;

EMERGENCY MEDICAL SERVICES CERTIFICATE OF PUBLIC CONVENTENCE AND NECESSITY

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

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

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

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

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

Date Issued January 1, 2017 Date of Expiration December 31, 2017 Unless certificate is sooner revoked or suspended)

Limitations: JURISDICTION: Entire County

SPECIAL CONDITIONS: Neonatal and Pediatric Transport Only

ATTEST: Pam Childers Clerk of the Circuit Court

Board of County Commissioners Grover C. Robinson, IV, Chairman

By: _____ Deputy Clerk

BCC Approved:

EMERGENCY MEDICAL SERVICES CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

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

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

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

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

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

Date Issued January 1, 2017 Date of Expiration December 31, 2017 Unless certificate is sooner revoked or suspended)

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

ATTEST: Pam Childers Clerk of the Circuit Court

> Board of County Commissioners Grover C. Robinson, IV, Chairman

Deputy Clerk

BCC Approved:



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-10679	County Administrator's Report 11. 10.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	10/06/2016
Issue:	Business Sponsorship Agreement between Escambia County and Southpaw Grill
From:	Mike Weaver, Department Director
Organization:	Public Safety
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Business Sponsorship Agreement between Escambia County and Southpaw Grill - Michael D. Weaver, Public Safety Department Director

That the Board take the following action regarding the Business Sponsorship Agreement between the Escambia County Board of County Commissioners and Southpaw Grill, for the provision of allowing Southpaw Grill, a sponsorship opportunity by donating 15% of their proceeds on Public Safety Day, that would be used to purchase smoke detectors for the Public Outreach Program:

A. Adopt the Resolution approving the "Smoke Detector Business Sponsorship" Proposal and authorizing the Chairman to sign the Business Sponsorship Agreement; and

B. Approve the Business Sponsorship Agreement.

BACKGROUND:

The County has established a Business Sponsorship Policy for the community to participate in sponsorship opportunities to provide goods, services, or financial support for the benefit of its citizens and visitors. Southpaw Grill, desires to participate in a sponsorship opportunity with the County by donating 15% of their proceeds on Public Safety Day, that would be used to purchase smoke detectors for the Public Outreach Program. The agreement may be terminated for cause or convenience by either party upon providing thirty days written notice to the non-terminating party.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution and the Business Sponsorship Agreement have been reviewed and approved for legal sufficiency by Meredith Crawford, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires Board Approval of all Agreements.

IMPLEMENTATION/COORDINATION:

Upon BCC approval and proper execution, Jon Paul Williams, Deputy Fire Chief, will oversee implementation of the Agreement and work in close cooperation with Southpaw Grill, representatives.

Attachments

Southpaw Grill Resolution Business Sponsorship Agreement

RESOLUTION NUMBER R2016-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, APPROVING THE "SMOKE DETECTOR BUSINESS SPONSORSHIP" PROPOSAL; AUTHORIZING THE CHAIRMAN TO SIGN THE BUSINESS SPONSORSHIP AGREEMENT BETWEEN ESCAMBIA COUNTY AND SOUTHPAW GRILL; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County, by and through the Fire-Rescue Division, provides fire

prevention to educate and protect the public; and

WHEREAS, the County desires to optimize non-tax revenue sources for the

benefit of the Fire-Rescue Division in order to enhance life safety efforts while upholding

the County's stewardship role to safeguard and preserve County assets; and

WHEREAS, the County has established a Business Sponsorship Policy for the

community to participate in sponsorship opportunities to provide goods, services or financial support for the benefit of its citizens and visitors; and

WHEREAS, the County and Sponsor desire to enter into a Business Sponsorship Agreement setting forth the terms and conditions whereby the Sponsor may participate in a sponsorship opportunity with the County by donating funds for the purchase of smoke detectors which will be distributed and installed in residences of Escambia County at no cost to the recipients.

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

Section 1. That the above stated recitals are true and correct and incorporated herein.

Section 2. That the Board of County Commissioners hereby approves the "Smoke Detector Business Sponsorship" proposal.

Section 3. That the Board hereby authorizes the Chairman to sign the Business Sponsorship Agreement with Southpaw Grill.

Section 4. That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____day of ______ 2016.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

ATTEST:Pam Childers Clerk of the Circuit Court

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

By:

Deputy Clerk

(SEAL)

BUSINESS SPONSORSHIP AGREEMENT

This Agreement is made and entered into on this _____ day of ______, 2016, by and between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County") and the Southpaw Grill a Florida for profit corporation authorized to transact business in the State of Florida (hereinafter referred to as "Sponsor") with a principal address of 6705 Pine Forest Road, Suite 600, Pensacola, FL 32506.

WITNESSETH:

WHEREAS, the County, by and through the Fire-Rescue Division, provides fire prevention to educate and protect the public; and

WHEREAS, the County desires to optimize non-tax revenue sources for the benefit of the Fire-Rescue Division in order to enhance life safety efforts while upholding the County's stewardship role to safeguard and preserve County assets; and

WHEREAS, the County has established a Business Sponsorship Policy for the community to participate in sponsorship opportunities to provide goods, services or financial support for the benefit of its citizens and visitors; and

WHEREAS, the County and Sponsor desire to enter into an agreement setting forth the terms and conditions whereby Sponsor may participate in a sponsorship opportunity with the County by donating funds for the purchase of smoke detectors which will be distributed and installed in residences of Escambia County at no cost.

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

1. <u>Recitals.</u> The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. <u>Sponsorship.</u> In exchange for the sponsorship benefits described herein, Sponsor agrees to provide funding for the purchase of smoke detectors. Donations shall be provided in the form of a check written to the Escambia Board of County Commissioners with inclusion that the check is to be deposited into Fund #143.

3. <u>Term.</u> The Term of this agreement shall commence on _____, 2016, until terminated as described in Paragraph 6.

4. <u>Sponsorship Benefits.</u> In exchange for the Sponsorship described in Paragraph 3 above and subject to the limitations provided in Paragraph 5, Sponsor shall receive the sponsorship benefit(s) described in Exhibit ____, attached hereto and incorporated herein by reference.

5. Sponsorship Material Standards/Criteria:

A. Any banner/logo/advertising material shall be limited to speech that proposes a commercial transaction.

- B. Logos, banners or any manner of presentation that may negatively impact the County, promote a product, service or activity offensive to the general public, or that may negatively impact, disrupt or intrude upon or interfere in any manner with the efficient and cost effective operation and administration of the County, or any other advertising the County determines to be inappropriate or likely to hinder or interfere with the goal of earning revenue for the benefit of the Equestrian Center shall not be permitted.
- C. Sponsor may not submit any banner/logo/advertising material that:
 - 1. Includes false, misleading or deceptive statements or images;
 - 2. Relates to any illegal activity;
 - 3. Relates to any police regulated business or industry;
 - 4. Contains explicit sexual material, obscene material, or material harmful to minors;
 - 5. Advertises tobacco, alcohol, firearms or adult entertainment;
 - 6. Includes obscene, vulgar, or profane language;
 - 7. Relates to instruments, devices, items, projects or paraphernalia that are designed for use in connection with explicit sexual activities;
 - 8. Depicts violence and/or anti-social behavior.
- D. Approval of Sponsor's banner/logo or other advertising material by County is not intended as an endorsement of any views expressed therein.
- E. County reserves the right to prohibit Sponsor from displaying or distributing any banner/logo/advertising material deemed inappropriate or likely to interfere with the goal of earning revenue for the benefit of Escambia County Fire-Rescue
- F. County shall determine in its sole discretion whether any banner/logo/ advertising material is in a suitable condition. Sponsor shall, at its sole cost and expense, be responsible for replacing any unsuitable banner/logo/ advertising material.

6. <u>Termination</u>. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days written notice to the non-terminating party.

7. Indemnification. Sponsor agrees to defend, indemnify, and hold harmless the County, its agents, elected officials, officers, and employees from and against any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, arising directly or indirectly, on account of or in connection with Sponsor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement. The parties understand and agree that such indemnification by Sponsor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter.

10. <u>Relationship of Parties</u>. Nothing in this Agreement can be deemed by the Parties or any third party to create the relationship of principle and agent partnership, joint venture or similar relationship between the County and Sponsor.

11. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

12. <u>Public Records</u>. Sponsor 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 Sponsor 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 Sponsor, seven days written notice, during which period Sponsor still fails to allow access to such documents, terminate the contract.

13. <u>Entire Agreement</u>. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Sponsor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. <u>Compliance with Laws</u>. The parties hereto agree to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

15. <u>Miscellaneous:</u> If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

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

COUNTY: BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

		Grover C. Robinson, IV, Chairman	
ATTEST	Pam Childers Clerk of the Circuit Court	Date:	, <mark>2016</mark>
	Deputy Clerk	SPONSOR:	
		By: Date:	
(Approved as to form and legal sufficiency. By/Title: Date:		



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11119	County Administrator's Report 11. 11.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	10/06/2016
Issue:	Reappointments to the Board of Electrical Examiners
From:	Donald R. Mayo, Building Official/Department Director
Organization:	Building Services
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Reappointments to the Board of Electrical Examiners -Donald R. Mayo, Building Official

That the Board take the following action concerning two reappointments to the Board of Electrical Examiners:

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

B. Reappoint, retroactively, the following two members for a three-year term, effective October 1, 2016, through September 30, 2019:

1. John D. Scapin II, Scapin Electric Company (State Certified Electrical Contractor); and

2. James E. Simmons, James E. Simmons Electric Co. (State Registered Electrical Contractor).

The responses from John D. Scapin, II, and James E. Simmons were the only ones received after notice was published August 12, 2016, by General Alert on www.myescambia.com informing the public that the Escambia County Board of County Commissioners was seeking residents interested in volunteering for appointment to the Board of Electrical Examiners.

BACKGROUND:

The Board of Electrical Examiners was established by the Board of County Commissioners through adoption of Escambia County Ordinance No. 89-35. Accordingly, it shall be the duty of the Board to hold and attend meetings to review contractor applications for licensure, issue Certificates of Competency as a registered contractor to those who qualify, record and issue renewals, investigate violations of County and State Ordinances by registered contractors, and for the discipline of contractors in the electrical trade found in violation. Pursuant to Sec. 18-131, the Board shall consist of five members that shall serve a term of three years, or until a successor is appointed. Members whose terms have expired, may be reappointed to additional terms, in accordance with Sec. 18-132, Escambia County Code of Ordinances and Board of County Commissioner Policy, Section I, Part B. 1 (D), Appointment Policy and Procedures.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Recommendation has been reviewed and approved by Bobbie Ellis-Wiggins, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in keeping with the goal of the Board of County Commissioners to protect the health, safety, and welfare of persons and property by requiring certification of individuals who engage in, or wish to engage in, the business of contracting in Escambia County.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

John D. Scapin II Resume BOEE

James E. Simmons Resume BOEE

Appointees Sought for Board of Electrical Examiners



John D. Scapin II Scapin Electric Company P O Box 6597 Pensacola, Fl. 32503

Objective:

Continue to serve on the Escambia County Board of Electrical Examiners. Presently serving as Chairman.

Qualifications:

Entered the electrical trade as an apprentice in 1968 and finished the program in 1972. Worked in the trade for seven more years and passed the electrical exam in 1979. Worked for other companies for 6 years while building Scapin Electric Company into an Independent Electrical Contractor. Scapin Electric Company incorporated in 1985.

We are a State Certified Contractor.

Community Involvement:

Member of Florida Apprenticeship Program. Member of Panhandle Chapter of IAEI. Member of Electrical Contractors Association. Member of National Federation of Independent Business. Serves on Parish Council at St. Andrew Orthodox Church.



JAMES E. SIMMONS ELECTRIC CO.INC. 2717 N "W" ST. SUITE C PENSACOLA, FL. 32505 LIC # ER0012940 850-479-4417

8/26/2016

To whom it may concern,

I James E Simmons wish to apply to continue my position on the Escambia County Board of Electrical Examiners.

Sincerely,

James E. Simmons



JAMES E. SIMMONS ELECTRIC CO.INC. 2717 N "W" ST. SUITE C PENSACOLA, FL. 32505 LIC # ER0012940 850-479-4417

8/26/2016

Resume

Education: Graduated from Pensacola Junior College Industrial Electricity.

Employment: Self Employed from 1992- Present

Janusson

Judy H. Witterstaeter

From: Sent: To: Subject: Community & Media Relations Friday, August 12, 2016 8:28 AM Judy H. Witterstaeter Appointees Sought for Board of Electrical Examiners



Click HERE to View in Browser

Appointees Sought for Board of Electrical Examiners

Published Aug 12, 2016

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for appointments to the Escambia County Board of Electrical Examiners.

Escambia County residents interested in serving on the Escambia County Board of Electrical Examiners are asked to submit a resume and letter indicating their desire to serve by the close of business on Friday, August 26. Resumes should be submitted to Judy Witterstaeter, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, Florida 32502 or emailed to jhwitter@myescambia.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

ESCAMBIA COUNTY BOARD OF ELECTRICAL EXAMINERS

Established under Ordinance 89-35, the duties of the board are to attend meetings to review applications, administer written examination of applicants, issue certificates of competency as electricians and maintain official records of all transactions. The board is to consider any charges against certificate holders for willful violations or incompetence. Members serve a three-year term of office and meet the third Thursday of each month for approximately two hours.

Any applicant wishing to be considered for possible openings in October 2016 for the Escambia County Board of Electrical Examiners must be a **state certified**

electrical contractor or a state registered electrical contractor.

Related Files: N/A

Related Pages: N/A

Related Events: N/A

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BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11105	County Administrator's Report 11. 12.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	10/06/2016
Issue:	TEFRA Hearing for Not Exceeding \$9,000,000 Florida Development Finance Corporation Multifamily Housing Revenue Bonds (Peachtree Commons Apartments)
From:	JoLinda Herring, Shareholder
Organization:	Bryant Miller Olive P.A.
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Scheduling of a TEFRA Hearing for the Not Exceeding \$9,000,000 Florida Development Finance Corporation Multifamily Housing Revenue Bonds (Peachtree Commons Apartments Project) - JoLinda Herring, Shareholder, Bryant Miller Olive P.A.

That the Board authorize the scheduling and advertising of a Tax Equity and Fiscal Responsibility Act (TEFRA) Public Hearing for 5:36 p.m., on October 20, 2016, for consideration of authorizing the issuance by the Florida Development Finance Corporation (the "Issuer") of not exceeding \$9,000,000 in Multifamily Housing Revenue Bonds (the "Bonds") on behalf JPC Charities, and/or one or more related and/or affiliated entities (collectively, the "Borrower"). The Bonds will not be issued by the County nor obligate the credit of the County or pose any obligation or liability for the County.

BACKGROUND:

The proposed Bonds are to be issued by the Issuer for the purpose of (A) financing, refinancing or reimbursing the Borrower for the cost of certain capital improvements for or to the 218-unit residential rental housing facility known as Peachtree Commons Apartments, located at 4600 Twin Oaks Drive, Pensacola, Florida 32506 (the "Project"); (B) funding any necessary reserve; (C) funding capitalized interest on the Bonds; and (D) paying the costs associated with the issuance of the Bonds. The Bonds do not constitute the debt or indebtedness of the County within the meaning of any provision or limitation of the statutes or Constitution of the State of Florida, and shall not constitute or give rise to a pecuniary liability of the County, or a charge against its general credit or taxing powers. The Project is being acquired by the Borrower from 4600 Twin Oaks Drive, LLC, for \$7,300,000 and consists of nine (9) two-story walk up buildings containing 218 units, comprised of 142 one-bedroom units and 76 two-bedroom units. The Project was originally constructed in 1976 and was renovated in 2013.

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

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

PERSONNEL:

None.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

None.

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11065	County Administrator's Report 11. 13.
BCC Regular M	eeting Technical/Public Service Consent
Meeting Date:	10/06/2016
Issue:	Second Amendment to the Lease for Healthy Start Coalition, Inc. at 501 Church Street, Century, Florida
From:	David Wheeler, Department Director
Organization: CAO Approval:	Facilities Management

RECOMMENDATION:

Recommendation Concerning Second Amendment to the Lease for Healthy Start Coalition at 501 North Church Street, Century, Florida - David W. Wheeler, CFM, Director, Facilities Management

That the Board approve and authorize the Chairman to sign the Second Amendment to the Lease Agreement between Escambia County and Escambia County Healthy Start Coalition, Inc. (Healthy Start) for property located at 501 Church Street, Century, Florida.

BACKGROUND:

The Second Amendment to the Lease Agreement is to authorize Escambia Community Clinics, Inc. to use and occupy a portion of the property, located at 501 Church Street, Century, Florida together with Healthy Start under the terms and conditions described in the Memorandum of Understanding attached to the Lease Agreement as Exhibit A.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has prepared the Second Amendment to the Lease Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

E.

Attachments

2nd Amendment to Lease 501 Church Street

SECOND AMENDMENT OF LEASE AGREEMENT BETWEEN ESCAMBIA COUNTY AND ESCAMBIA COUNTY HEALTHY START COALITION, INC.

This Second Amendment to Lease Agreement (Second Amendment) is made and entered this _____ day of ______ 2016 by and between Escambia County, a political subdivision of the State of Florida (County) and Escambia County Healthy Start Coalition, Inc., a Florida corporation not-for-profit (Healthy Start).

WITNESSETH

WHEREAS, the County and Healthy Start entered that certain Lease Agreement dated January 7, 2016 for real property located at 501 Church Street, Century, Florida 32535; and

WHEREAS, Healthy Start has requested and the County has agreed to amend the Lease Agreement to allow Escambia Community Clinics, Inc., to use and occupy a portion of the Property together with Healthy Start in support of the purposes described in the Lease Agreement,

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The above-recitals are true and correct and incorporated herein by reference.
- The Lease Agreement is hereby amended to authorize Escambia Community Clinics, Inc. to use and occupy a portion of the Property together with Healthy Start under the terms and conditions described in the Memorandum of Understanding attached to this Second Amendment as Exhibit A.
- 3. In all other respects, the provisions of the Lease Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the County and Healthy Start have caused this Second Amendment to be executed on the day and year first written above.

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

ATTEST: Pam Childers Clerk of Circuit Court

Deputy Clerk

By: ___

Grover C. Robinson, IV, Chairman

This document approved as to form and lagal sufficiency.

Page 1 of 2

By Title Date

\sim
Witness
Print Name Danya L. Clapp

Witness Print Name Karen

ESCAMBIA COUNTY HEALTHY START COALITION, INC.

By: Theresa Chmiel, Executive Director

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this <u>20</u> day of <u>September</u>, 2016, by Theresa Chmiel, as Executive Director of Escambia County Healthy Start Coalition, Inc., a Florida non-profit corporation, on behalf of the corporation. She (+) is personally known to me, or () has produced ______ as identification and who did / did not did take an oath.

NOTARY PUBLIC Print Name: KARED

(NOTARY SEAL)

KAREN E MYERS Notary Public - State of Florida My Comm. Expires Nov 19, 2018 Commission # FF 169661 Bonded through National Notary Assn.

Exhibit A

MEMORANDUM OF UNDERSTANDING (USE OF OFFICE SPACE)

This Memorandum of Understanding (this "Memorandum") is executed effective as of August 19 ________. 2016 (the "Effective Date"), by and between Escambia County Healthy Start Coalition, Inc., a Florida not-for-profit corporation ("ECHSC"), and Escambia Community Clinics, Inc., a Florida not-for-profit corporation ("ECC"), for the purpose of approving the terms and conditions upon which ECC will sublease the office building located at 501 Church Street, Century, Florida 32535 office leased by ECHSC as follows:

RECITALS

A. ECHSC is a private, non-profit, 501(c)(3) organization funded through the Florida Department of Health's Healthy Start Initiative, local and national grants, and individual and community donations.

B. ECHSC is organized for the purpose of promoting and protecting the health and wellbeing of all pregnant women and their infants in Escambia County, Florida; establishing and maintaining a collaborative partnership among the public and private sectors, state and local governments, community alliances, and maternal and child health care providers; and assuring that adequate, accessibly coordinated, community-based health care is available for pregnant women and their infants.

C. ECHSC currently leases and operates the commercial building located at 501 Church Street, Century, Florida 32535 (the "Office") under the terms of the Lease Agreement by and between ECHSC and Escambia County, a political subdivision of the State of Florida, dated January 7, 2016 and effective February 1, 2016 (the "Lease Agreement"), as attached to this Memorandum as Exhibit A.

D. ECC is a Florida non-profit organization, which is qualified and licensed to practice medicine in Escambia County, Florida including pediatric medical care.

E. In an effort to improve the health of infants in the Town of Century and surrounding areas in Escambia County, Florida, ECHSC desires to contract with ECC to sublease the Office to provide medical services, including pediatric medical care, to patients visiting the Office (the "Services"), to improve the health of children and infants in Escambia County, Florida, in furtherance of ECHSC's mission, subject to the terms and conditions described below.

F. ECC desires to sublease the Office from ECHSC to provide the Services, subject to the terms and conditions described below.

To set forth the understanding of the parties and to delineate the responsibilities between the parties, ECHSC and ECC agree to the following:

1. <u>Responsibilities of ECHSC</u>. ECHSC agrees it will be responsible for the following obligations and duties related to ECC's use of the Office to provide the Services:

- (i) Continue to operate as a tax-exempt 501(c)(3) non-profit organization and to maintain all records associated with ECHSC's operation as a non-profit and its use of the Office.
- (ii) Make the Office available to ECC to allow ECC to perform the Services in accordance with this Memorandum. Such space will be under the direct control of ECC during its performance of the Services, and when ECC is not performing the Services.

Exhibit A

- (iii) Maintain sufficient insurance to comply with ECHSC's obligations under the Lease Agreement.
- (iv) Collaborate with ECC to coordinate the schedules of patients of both ECHSC and ECC in an effort to provide greater access to care and services.

2. <u>Responsibilities of ECC</u>. ECC agrees it will be responsible for the following obligations and duties related to its use of the Office to provide the Services:

- (i) Ensure compliance with all applicable laws, including any laws governing the provision of medical treatment or services at the Office.
- (ii) Ensure its continued good standing as a Florida not-for-profit corporation.
- (iii) Ensure any employees, agents, subcontractors, or agents performing the Services on its behalf are properly licensed, certified, and trained to provide the Services.
- (iv) Provide the Services at the Office on a regular basis and at least five days per week (on average)
- (v) Use ECC's best efforts to make its staff available to provide medical care to ECHSC's patients, in the same manner such services are made available to other patients of ECC.
- (vi) Perform any and all billing, charting, accounting, collection, record retention, and any other actions related to billing and receiving compensation for its provision of the Services.
- (vii) Provide any nurses, office members, and other support staff of ECC needed to provide the Services and to perform related tasks, such as patient intake, scheduling, billing, and collection of fees.
- (viii) Provide all furniture, equipment, and medical supplies related to providing the Services at the Office, in accordance with all applicable laws, regulations, and industry standards.
- (ix) Maintain reasonably sufficient insurance coverage at ECC's expense, including general insurance for the contents of the building, workers' compensation (and other insurance pertaining to employees required by applicable law) and professional liability insurance coverage, to the extent ECC deems necessary to comply with applicable Florida law.
- (x) Comply with HIPAA, as well as the obligations and restrictions described in Section 6 below.
- (v) Pay the expenses related to the upkeep and operation of the Office, including all utilities.
- (xi) Clean, maintain, and repair the Office.
- (xii) Collaborate with ECHSC to coordinate the schedules of patients of both ECHSC and ECC in an effort to provide greater access to care and services.
- (xiii) Upon termination of this Memorandum, for any reason, surrender possession of the Office to ECHSC in good condition within thirty (30) calendar days after termination of the Memorandum; provided, further, ECC agrees to surrender possession to ECHSC of any improvements, fixtures, and the like made by ECC during the term of this Memorandum, unless ECHSC instructs ECC otherwise. Without limiting the generality of the foregoing sentence, ECC acknowledges and agrees that any improvements or renovations to the Office by ECC

Exhibit A

shall be to the benefit of ECHSC; provided, upon written request from ECHSC (in its sole discretion) ECC, at ECC's sole cost, shall return any or all (in ECHSC's sole discretion) portions of the Office to the state and condition which the Office existed immediately prior to the Effective Date.

3. <u>Additional Responsibilities.</u> ECC will be responsible for any and all additional responsibilities related to the Office not addressed in Section 1 or Section 2 of this Memorandum, unless ECHSC provides written statement to ECC that ECHSC is responsible for such additional responsibility.

4. <u>Term</u>. The term of this Memorandum shall begin on the Effective Date and shall continue until the termination or expiration of the Lease Agreement, including any renewals permitted therein; *provided*, that ECHSC may terminate this Memorandum early, without penalty, by providing at least twenty (20) calendar days written notice of termination to ECC.

5. <u>Liability: Indemnification</u>. Each party agrees to be responsible for its own actions and the actions of its employees, agents, subcontractors, or owner(s), and to indemnify and hold harmless the other party from and against all claims to the extent arising from the indemnifying party's (or its employee's, agent's, and subcontractor's) negligence, willful misconduct, or use or control of the Office.

6. <u>Protected Health Information</u>. ECC will have sole responsibility with respect to all Protected Health Information related to or resulting from the Services, and (except as properly authorized by the patient) will not ask ECHSC or its employees, contractors or agents to access, use, or disclose, in any way, such Protected Health Information.

7. <u>Rent</u>. Upon written request from ECHSC, ECC agrees to enter into good faith negotiations with ECHSC to determine whether rent will be charged for ECC's continued use of the Office.

8. <u>Miscellancous.</u> This Memorandum constitutes the entire agreement of the parties with respect to ECC's sublease of the Office, and may not be modified or amended in any way unless the parties enter into written amendment signed by each party. This Memorandum will be construed in accordance with the laws of the State of Florida and will not be strictly construed against either party by reason of the fact that one party may have drafted or prepared this Memorandum.

9. <u>Conflict in Terms.</u> Notwithstanding language to the contrary in Section 8, in the event ECHSC believes, in its sole discretion, that the terms of this Memorandum conflict with the terms of the Lease Agreement, then ECHSC may immediately and independently amend this Memorandum to ensure consistency with the Lease Agreement by providing written notice to ECC of such amendment to this Memorandum.

By execution of this Memorandum, the parties agree to take all necessary steps to carry out the intentions set forth in this Memorandum of Understanding throughout the Term.

ESCAMBIA COUNTY HEALTHY START COALITION, INC.

By:

Name: Theresa Chmiel Title: Executive Director Dated: August 19, 2016 A2325371.DOC ESCAMBIA COMMUNITY CLINICS, INC.

Name: Chandra Smiley

Title: Executive Director Dated: ________, 2016



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11090	County Administrator's Report 11. 14.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Hatch Mott MacDonald Name Change Amendment of Agreement
From:	Claudia Simmons, Purchasing Manager
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Hatch Mott MacDonald Florida, LLC, Name Change Amendment of Agreement - Claudia Simmons, Office of Purchasing, Purchasing Manager

That the Board approve and authorize the County Administrator to execute the following Amendments of Agreements between Escambia County and Mott MacDonald Florida, LLC (Consultant), formerly Hatch Mott MacDonald Florida, LLC, to reflect the name change of the Consultant and to provide for various amendments to the Agreements as noted below:

A. Amendment of Agreement for Design Engineering, and Inspection Services PD# 95-96.74) - 1st Amendment to include name change and new public records provision: B. Second Amendment to the Agreement for Professional Consulting Services (PD 02-03.079) - 2nd Amendment to include name change and new public records provision; C. Amendment of Agreement for Professional Consulting Services (PD 12-13.063) - 1st Amendment to include name change, new public records provision, AND correct FEIN; D. Second Amendment of Agreement for Professional Consulting Services (PD 12-13.066) - 2nd Amendment to include name change and new public records provision; E. Amendment of Agreement for Professional Consulting Services (PD 13-14.030) - 1st Amendment to include name change and new public records provision; F. Amendment of Agreement for Professional Consulting Services (PD 14-15.028) - 1st Amendment to include name change and new public records provision; G. Amendment of Agreement for Professional Consulting Services (PD 14-15.052) - 1st Amendment to include name change and new public records provision; H. Amendment of Agreement for Professional Consulting Services (PD 15-16.021) - 1st Amendment to include name change and new public records provision; and I. Amendment of Agreement for Professional Consulting Services (PD 15-16.043) - 1st Amendment to include name change only.

[Funding: N/A]

BACKGROUND:

On May 23, 2016, the Consultant filed an Amendment to the Articles of Organization with the Florida Department of State, Division of Corporations to reflect a name change from Hatch Mott MacDonald Florida, LLC to Mott MacDonald Florida, LLC.

On October 17, 1996, the County and Consultant (previously known as Carlan Consulting Group, Inc. and CarlanKilliam Consulting Group, Inc.) entered into an Agreement for Design, Engineering, and Inspection Services (PD# 95-96.74).

On October 2, 2003, the County entered into an agreement with Hatch Mott MacDonald Florida, LLC, to perform services in connection with PD 02-03.079.

On December 5, 2013, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 12-13.063) for the Grand Lagoon Subdivision Drainage Project in Escambia County, Florida.

On December 5, 2013, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 12-13.066) for safety upgrades for a portion of Detroit Boulevard extending from Pine Forest Road to Highway 29 in Escambia County, Florida.

On May 6, 2014, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 13-14.030) for design services for a portion of Detroit Boulevard over Eight Mile Creek Bridge and Cove Avenue in Escambia County, Florida.

On April 20, 2015, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 14-15.028) for a structural assessment and repair estimate of the Escambia County Central Booking and Detention Facility.

On April 20, 2015, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 14-15.052-A/B) for Local Agency Program Agreement (paved shoulder) Projects for CR 196 and CR 99.

On June 1, 2016, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 15-16.021) for design services for the Quietwater Beach Ferry Landing Project.

On July 21, 2016, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 15-16.043) for design services for the Perdido Bay Boat Ramp Project.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Amendment of Agreements prepared by Assistant County Attorney, Kristin Hual.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in Compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

On May 23, 2016, the Consultant filed an Amendment to the Articles of Organization with the Florida Department of State, Division of Corporations to reflect a name change from Hatch Mott MacDonald Florida, LLC to Mott MacDonald Florida, LLC.

On October 17, 1996, the County and Consultant (previously known as Carlan Consulting Group, Inc. and CarlanKilliam Consulting Group, Inc.) entered into an Agreement for Design, Engineering, and Inspection Services (PD# 95-96.74).

On October 2, 2003, the County entered into an agreement with Hatch Mott MacDonald Florida, LLC, to perform services in connection with PD 02-03.079.

On December 5, 2013, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 12-13.063) for the Grand Lagoon Subdivision Drainage Project in Escambia County, Florida.

On December 5, 2013, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 12-13.066) for safety upgrades for a portion of Detroit Boulevard extending from Pine Forest Road to Highway 29 in Escambia County, Florida.

On May 6, 2014, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 13-14.030) for design services for a portion of Detroit Boulevard over Eight Mile Creek Bridge and Cove Avenue in Escambia County, Florida.

On April 20, 2015, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 14-15.028) for a structural assessment and repair estimate of the Escambia County Central Booking and Detention Facility.

On April 20, 2015, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 14-15.052-A/B) for Local Agency Program Agreement (paved shoulder) Projects for CR 196 and CR 99.

On June 1, 2016, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 15-16.021) for design services for the Quietwater Beach Ferry Landing Project.

On July 21, 2016, the County and Consultant previously entered into an Agreement for

Professional Consulting Services (PD 15-16.043) for design services for the Perdido Bay Boat Ramp Project.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PD 95-96_74 Amendment to Agreement

PD 02-03_079 Amendment to Agreement

PD 12-13_063 Amendment to Agreement

PD 12-13_066 Amendment to Agreement

PD 13-14_030 Amendment to Agreement

PD 14-15_028 Amendment to Agreement

PD 14-15_052 Amendment to Agreement

PD 15-16_021 Amendment to Agreement

PD 15-16_043 Amendment to Agreement

AMENDMENT OF AGREEMENT FOR DESIGN, ENGINEERING, AND INSPECTION SERVICES (PD# 95-96.74)

THIS AMENDMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Mott MacDonald Florida, LLC, formerly Hatch Mott MacDonald Florida, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose principal address is 111 Wood Avenue South, 5th Floor, Iselin, NJ 08830, and whose mailing address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on October 17, 1996, the County and Consultant (previously known as Carlan Consulting Group, Inc. and CarlanKilliam Consulting Group, Inc.) entered into an Agreement for Design, Engineering, and Inspection Services (PD# 95-96.74); and

WHEREAS, on May 23, 2016, the Consultant filed an Amendment to the Articles of Organization with the Florida Department of State, Division of Corporations to reflect a name change from Hatch Mott MacDonald Florida, LLC, to Mott MacDonald Florida, LLC; and

WHEREAS, the parties have mutually agreed to amend the agreement to reflect the new name of the Consultant and include a revised provision relating to public records; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to reflect that Consultant's name was changed from Hatch Mott MacDonald Florida, LLC, to **Mott MacDonald Florida, LLC**.

3. The Agreement is amended to include the following provision:

PUBLIC RECORDS:

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. 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. 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

4. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The effective date of this Amendment shall be on the date last executed by the parties.

6. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

[SIGNATURE PAGE TO FOLLOW]

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

	ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.
Witness	By: Jack R. Brown, County Administrator
Witness	Date:
	CONSULTANT : MOTT MACDONALD, FLORIDA, LLC, formerly Hatch Mott MacDonald, Florida, LLC
Witness	By: President
	Date:
Witness	

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

SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 02-03.079)

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") Mott MacDonald Florida, LLC, formerly Hatch Mott MacDonald Florida, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose principal address is 111 Wood Avenue South, 5th Floor, Iselin, NJ 08830, and whose mailing address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on October 2, 2003, the County entered into an agreement with Hatch Mott MacDonald Florida, LLC, to perform services in connection with PD 02-03.079; and

WHEREAS, on February 26, 2016, the parties entered into the First Amendment to the Agreement revising paragraph 7.2 and Exhibit A to the Agreement; and

WHEREAS, on May 23, 2016, the Consultant filed an Amendment to the Articles of Organization with the Florida Department of State, Division of Corporations to reflect a name change from Hatch Mott MacDonald Florida, LLC, to Mott MacDonald Florida, LLC; and

WHEREAS, the parties have mutually agreed to amend the agreement to reflect the new name of the Consultant and amend the provision relating to Public Records; 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 Consultant agree to amend the Agreement as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.

2. That the Agreement is amended to reflect that the Consultant's name was changed from Hatch Mott MacDonald Florida, LLC, to **Mott MacDonald Florida**, LLC.

3. That Paragraph 9.3(b) of the Agreement is hereby amended as follows:

9.3 RECORDS:

(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. <u>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. Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not</u>

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

4. That 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.

5. That the effective date of this Amendment shall be on the last date executed by the Parties hereto.

6. That the Agreement and any amendments 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 the Agreement shall be in Escambia County, Florida.

[SIGNATURE PAGE TO FOLLOW]

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

	COUNTY: Escambia County, Florida, a political subdivision of the State of Florida
Witness	Jack R. Brown, County Administrator
Witness	Date:
	CONSULTANT: MOTT MACDONALD FLORIDA, LLC, formerly Hatch Mott MacDonald, LLC
	President
Witness	Date:
Witness	

Approved as to form and legal	
sufficiency.	
By/Title: CHUALA Date: 9/2//6	

AMENDMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 12-13.063)

THIS AMENDMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Mott MacDonald Florida, LLC, formerly Hatch Mott MacDonald Florida, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose principal address is 111 Wood Avenue South, 5th Floor, Iselin, NJ 08830, and whose mailing address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on December 5, 2013, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 12-13.063) for the Grand Lagoon Subdivision Drainage Project in Escambia County, Florida (hereinafter referred to as the "Project"); and

WHEREAS, on May 23, 2016, the Consultant filed an Amendment to the Articles of Organization with the Florida Department of State, Division of Corporations to reflect a name change from Hatch Mott MacDonald Florida, LLC, to Mott MacDonald Florida, LLC; and

WHEREAS, the parties have mutually agreed to amend the agreement to reflect the new name of the Consultant, correct the Consultant's Federal tax identification number, and amend the provision relating to public records; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to reflect that Consultant's name was changed from Hatch Mott MacDonald Florida, LLC, to Mott MacDonald Florida, LLC.

3. The Agreement is amended to reflect that the Consultant's Federal tax identification number is <u>59-1294824</u>.

4. That Paragraph 9.3(b) of the Agreement is hereby is hereby amended as follows:

9.3 <u>RECORDS</u>:

(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. <u>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. Consultant shall also ensure that any</u>

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

5. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

6. The effective date of this Amendment shall be on the date last executed by the parties.

7. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

[SIGNATURE PAGE TO FOLLOW]

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

	ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.
Witness	By: Jack R. Brown, County Administrator
Witness	Date:
	CONSULTANT: MOTT MACDONALD, FLORIDA, LLC, formerly Hatch Mott MacDonald, Florida, LLC
Witness	By: President
Witness	Date:

Approved as to form and legal sufficiency. By/Title: Date: <u>3/21/10</u>

SECOND AMENDMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 12-13.066)

THIS AMENDMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Mott MacDonald Florida, LLC, formerly Hatch Mott MacDonald Florida, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose principal address is 111 Wood Avenue South, 5th Floor, Iselin, NJ 08830, and whose mailing address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502 and whose Federal tax identification number is 59-1294824 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on December 5, 2013, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 12-13.066) for safety upgrades for a portion of Detroit Boulevard extending from Pine Forest Road to Highway 29 in Escambia County, Florida (hereinafter referred to as the "Project"); and

WHEREAS, on March 29, 2016, the parties entered into the First Amendment to the Agreement to correct the Consultant's Federal tax identification number and include the scope of work, schedule for completion, and fee schedule for Phase II, Tasks 1-14; and

WHEREAS, on May 23, 2016, the Consultant filed an Amendment to the Articles of Organization with the Florida Department of State, Division of Corporations to reflect a name change from Hatch Mott MacDonald Florida, LLC, to Mott MacDonald Florida, LLC; and

WHEREAS, the parties have mutually agreed to amend the agreement to reflect the new name of the Consultant and amend the provision relating to public records; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to reflect that Consultant's name was changed from Hatch Mott MacDonald Florida, LLC, to **Mott MacDonald Florida**, LLC.

3. That Paragraph 9.3(b) of the Agreement is hereby is hereby amended as follows:

9.3 <u>RECORDS</u>:

(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. <u>Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records</u>

to be inspected within a reasonable time. 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 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

4. 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.

5. The effective date of this Amendment shall be on the date last executed by the parties.

6. This Agreement and any amendments 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.

[SIGNATURE PAGE TO FOLLOW]

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

	ESCAMBIA COUNTY, FLORIDA , a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.
Witness	By: Jack R. Brown, County Administrator
Witness	Date:
	CONSULTANT : MOTT MACDONALD, FLORIDA, LLC, formerly Hatch Mott MacDonald, Florida, LLC
Witness	By: President
Witness	Date:

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

AMENDMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 13-14.030)

THIS AMENDMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Mott MacDonald Florida, LLC, formerly Hatch Mott MacDonald Florida, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose principal address is 111 Wood Avenue South, 5th Floor, Iselin, NJ 08830, and whose mailing address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502 and whose Federal tax identification number is 59-1294824 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on May 6, 2014, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 13-14.030) for design services for a portion of Detroit Boulevard over Eight Mile Creek Bridge and Cove Avenue in Escambia County, Florida (hereinafter referred to as the "Project"); and

WHEREAS, on May 23, 2016, the Consultant filed an Amendment to the Articles of Organization with the Florida Department of State, Division of Corporations to reflect a name change from Hatch Mott MacDonald Florida, LLC, to Mott MacDonald Florida, LLC; and

WHEREAS, the parties have mutually agreed to amend the agreement to reflect the new name of the Consultant and amend the provision relating to public records; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the Parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to reflect that Consultant's name was changed from Hatch Mott MacDonald Florida, LLC, to **Mott MacDonald Florida, LLC**.

3. That Paragraph 9.3(b) of the Agreement is hereby is hereby amended as follows:

9.3 <u>RECORDS</u>:

(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. <u>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. 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</u>

<u>period of five (5) fiscal years in accordance with the applicable records retention</u> <u>schedules established by the Florida Department of State.</u> 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

4. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The effective date of this Amendment shall be on the date last executed by the parties.

6. This Agreement and any amendments 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.

[SIGNATURE PAGE TO FOLLOW]

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

	ESCAMBIA COUNTY, FLORIDA , a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.					
Witness	By: Jack R. Brown, County Administrator					
Witness	Date:					
	CONSULTANT: MOTT MACDONALD, FLORIDA, LLC, formerly Hatch Mott MacDonald, Florida, LLC					
Witness	By: President					
Witness	Date:					

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

AMENDMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 14-15.028)

THIS AMENDMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Mott MacDonald Florida, LLC, formerly Hatch Mott MacDonald Florida, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose principal address is 111 Wood Avenue South, 5th Floor, Iselin, NJ 08830, and whose mailing address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on April 20, 2015, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 14-15.028) for a structural assessment and repair estimate of the Escambia County Central Booking and Detention Facility (hereinafter referred to as the "Project"); and

WHEREAS, on May 23, 2016, the Consultant filed an Amendment to the Articles of Organization with the Florida Department of State, Division of Corporations to reflect a name change from Hatch Mott MacDonald Florida, LLC, to Mott MacDonald Florida, LLC; and

WHEREAS, the parties have mutually agreed to amend the agreement to reflect the new name of the Consultant and amend the provision relating to public records; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to reflect that Consultant's name was changed from Hatch Mott MacDonald Florida, LLC, to **Mott MacDonald Florida, LLC**.

3. That Paragraph 9.3(b) of the Agreement is hereby is hereby amended as follows:

9.3 <u>RECORDS</u>:

(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. <u>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. 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</u>

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

4. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The effective date of this Amendment shall be on the date last executed by the parties.

6. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

[SIGNATURE PAGE TO FOLLOW]

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

	ESCAMBIA COUNTY, FLORIDA , a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.
Witness	By: Jack R. Brown, County Administrator
Witness	Date:
	CONSULTANT : MOTT MACDONALD, FLORIDA, LLC, formerly Hatch Mott MacDonald, Florida, LLC
Witness	By: President
Witness	Date:

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

AMENDMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 14-15.052-A/B)

THIS AMENDMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Mott MacDonald Florida, LLC, formerly Hatch Mott MacDonald Florida, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose principal address is 111 Wood Avenue South, 5th Floor, Iselin, NJ 08830, and whose mailing address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on April 20, 2015, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 14-15.052-A/B) for Local Agency Program Agreement (paved shoulder) Projects for CR 196 and CR 99 (hereinafter referred to as the "Project"); and

WHEREAS, on May 23, 2016, the Consultant filed an Amendment to the Articles of Organization with the Florida Department of State, Division of Corporations to reflect a name change from Hatch Mott MacDonald Florida, LLC, to Mott MacDonald Florida, LLC; and

WHEREAS, the parties have mutually agreed to amend the agreement to reflect the new name of the Consultant and amend the provision relating to public records; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to reflect that Consultant's name was changed from Hatch Mott MacDonald Florida, LLC, to Mott MacDonald Florida, LLC.

3. That Paragraph 9.3(b) of the Agreement is hereby is hereby amended as follows:

9.3 <u>RECORDS</u>:

(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. <u>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. 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</u>

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

4. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The effective date of this Amendment shall be on the date last executed by the parties.

6. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

[SIGNATURE PAGE TO FOLLOW]

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

	ESCAMBIA COUNTY, FLORIDA , a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.
Witness	By: Jack R. Brown, County Administrator
Witness	Date:
	CONSULTANT : MOTT MACDONALD, FLORIDA, LLC, formerly Hatch Mott MacDonald, Florida, LLC
Witness	By: President
Witness	Date:

Approved as to form and legal sufficiency By/Title Date:___

AMENDMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 15-16.021)

THIS AMENDMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Mott MacDonald Florida, LLC, formerly Hatch Mott MacDonald Florida, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose principal address is 111 Wood Avenue South, 5th Floor, Iselin, NJ 08830, and whose mailing address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on June 1, 2016, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 15-16.021) for design services for the Quietwater Beach Ferry Landing Project (hereinafter referred to as the "Project"); and

WHEREAS, on May 23, 2016, the Consultant filed an Amendment to the Articles of Organization with the Florida Department of State, Division of Corporations to reflect a name change from Hatch Mott MacDonald Florida, LLC, to Mott MacDonald Florida, LLC; and

WHEREAS, the parties have mutually agreed to amend the agreement to reflect the new name of the Consultant and amend the provision relating to public records; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to reflect that Consultant's name was changed from Hatch Mott MacDonald Florida, LLC, to Mott MacDonald Florida, LLC.

3. That Paragraph 9.3(b) of the Agreement is hereby is hereby amended as follows:

9.3 <u>RECORDS</u>:

(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. <u>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. 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</u>

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

4. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

5. The effective date of this Amendment shall be on the date last executed by the parties.

6. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

[SIGNATURE PAGE TO FOLLOW]

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

	ESCAMBIA COUNTY, FLORIDA , a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.
Witness	By: Jack R. Brown, County Administrator
Witness	Date:
	CONSULTANT: MOTT MACDONALD, FLORIDA, LLC, formerly Hatch Mott MacDonald, Florida, LLC
Witness	By: President
Witness	Date:

Approved as to form and legal sufficiency.

By/Title:

AMENDMENT OF AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES (PD 15-16.043)

THIS AMENDMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Mott MacDonald Florida, LLC, formerly Hatch Mott MacDonald Florida, LLC, a for-profit limited liability company authorized to transact business in the State of Florida, whose principal address is 111 Wood Avenue South, 5th Floor, Iselin, NJ 08830, and whose mailing address is 220 West Garden Street, Suite 700, Pensacola, Florida 32502, and whose Federal tax identification number is 59-1294824 (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, on July 21, 2016, the County and Consultant previously entered into an Agreement for Professional Consulting Services (PD 15-16.043) for design services for the Perdido Bay Boat Ramp Project (hereinafter referred to as the "Project"); and

WHEREAS, on May 23, 2016, the Consultant filed an Amendment to the Articles of Organization with the Florida Department of State, Division of Corporations to reflect a name change from Hatch Mott MacDonald Florida, LLC, to Mott MacDonald Florida, LLC; and

WHEREAS, the parties have mutually agreed to amend the agreement to reflect the new name of the Consultant; and

WHEREAS, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the parties agree to amend the Agreement as follows:

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

2. The Agreement is amended to reflect that Consultant's name was changed from Hatch Mott MacDonald Florida, LLC, to **Mott MacDonald Florida, LLC**.

3. The parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. The effective date of this Amendment shall be on the date last executed by the parties.

5. This Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

[SIGNATURE PAGE TO FOLLOW]

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

	ESCAMBIA COUNTY, FLORIDA , a political subdivision of the State of Florida acting by and through its authorized Board of County Commissioners.
Witness	By: Jack R. Brown, County Administrator
Witness	Date:
	CONSULTANT : MOTT MACDONALD, FLORIDA, LLC, formerly Hatch Mott MacDonald, Florida, LLC
Witness	By: President
Witness	Date:

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



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11135	County Administrator's Report 11. 1.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Extend The Curent Pay Ranges To Allow All Employees To Receive The 3% Raise
From:	Angela Crawley, Assistant to the County Administrator
Organization: CAO Approval:	County Administrator's Office

RECOMMENDATION:

Recommendation Concerning Extending the Current Pay Ranges to Allow All Employees to Receive the 3% Raise in Fiscal Year 2016-2017 - Jack R. Brown, County Administrator

That the Board approve extending the current pay scale by 3% to insure those employees whose salaries are capped at the top of their current pay range will receive the 3% Cost of Living raise that the Board approved in the Fiscal Year 2016-2017 Budget.

BACKGROUND:

On September 20, 2016, the Board approved the Fiscal Year 2016-2017 Budget which included a 3% Cost of Living raise. Currently, those employees who are at the top of their pay range would not be eligible for this raise unless the Board increases the pay scale by 3%.

BUDGETARY IMPACT:

As part of the Fiscal Year 2016-2017, a 3% across the Board was approved and funded.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

-

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

Al-11121	County Administrator's Report 11. 2.
BCC Regular N	leeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Group Medical Insurance
From:	Thomas Turner, Department Director
Organization:	Human Resources
CAO Approval:	

RECOMMENDATION:

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

That the Board takes the following action concerning the County's Group Medical Insurance (PD 08-09.042, Group Medical, Life, and Disability Insurance):

A. Approve the provided employee and retiree health insurance premiums which reflects a 14% across-the-board increase for both the County and employees. Attachment 1 shows premiums reflecting a \$20 discount for employees who do not use tobacco; Attachment 2 shows the health insurance premiums for the County's retirees; Retirees will be responsible for paying their full premium, whether they are Medicare-eligible or not: and

B. Authorize staff to deposit \$600 into the Health Savings Account (HSA) account of each employee who elects the HSA Plan. This will assist the employee in paying the higher deductible (\$2,100 or \$4,200). The deposit will be reviewed each year at renewal time, along with monthly administrative fees of \$2.50 per member and a one-time start-up fee of \$22 for each new employee who enrolls. The cost is included in the total cost estimate.

[Funding Source: Fund 501, Internal Service Fund, Cost Center 150108, Object Code 54501.]

BACKGROUND:

The County is in its first year of self-funding with health care and based on the recommendation of AON Hewitt and Florida Blue, premiums should increase by 14% across the board to cover health care costs for the next plan year. For Fiscal Year 15-16, the County is expected to spend about \$18,500,000 in health care costs and is expected to spend \$21,954,006 in Fiscal Year 16-17.

The number provided relates to the unknown factors (i.e. trend) as well as expected medical inflation. The County is actively looking at ways to reduce costs through plan design, stop loss measures and any other available measures. In the next year, the County will be actively looking at ways to reduce costs and still have a health plan that will be attractive to our employees.

The County will offer the existing plans and will provide individual supplemental options during open enrollment for retirees that are Medicare-eligible.

Funding for dental insurance administrative service will remain level. We were able to maintain our administrative cost and keep a network that services the majority of the employees. Any additional cost to dental will come from employees using the plan (i.e. claims). The County went out to bid for life insurance and reduced the cost to the County by approximately \$80,000 each year for three years.

BUDGETARY IMPACT:

Funds are available in Fund 501, Internal Service Fund, Cost Center 150108, Object Codes 53401 and 54501.

LEGAL CONSIDERATIONS/SIGN-OFF:

This is in accordance with Florida Statutes 112.09 and 112.0801.

PERSONNEL:

The Human Resources Department all appointing authorities (payrolls) will have to make the appropriate adjustments to their payroll systems, Human Resources Information System, and work with Florida Blue to ensure changes are made in the respected systems.

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

A voucher will be the instrument utilized for making payment against the Contract. The Human Resources Department will coordinate with Legal, the Office of Purchasing, FRS, and the other appointing authorities to ensure all changes are made in the respected systems.

Attachments

Health Rates Jan 17 through Dec 17 Retiree Rates 2017



Attachment 1 Funding Breakdown (Tobacco Discount)

Health Care Monthly Rates for January 2017 – December 2017

	Total Contribution 1352	County Portion Non-Tobacco BO 1352	County Portion Tobacco BO 1352	EE Cost Non- Tobacco BO 1352	EE Cost Tobacco BO 1352	Total Contribution BO 1552	County Portion Non- Tobacco BO 1552	County Portion Tobacco BO 1552	EE Cost Non- Tobacco BO 1552	EE Cost Tobacco BO 1552
Employee	\$570.25	\$540.85	\$520.85	\$29.40	\$49.40	\$616.23	\$547.59	\$527.59	\$68.64	\$88.64
Employee & Spouse	\$1,357.91	\$1,162.53	\$1,142.53	\$195.38	\$215.38	\$1,467.39	\$1,182.09	\$1,162.09	\$285.30	\$305.30
Employee & Children	\$1,222.29	\$1,047.55	\$1,027.55	\$174.74	\$194.74	\$1,320.83	\$1,042.85	\$1,022.85	\$277.98	\$297.98
Employee & Family	\$1,765.44	\$1,523.78	\$1,503.78	\$241.66	\$261.66	\$1,907.09	\$1,503.89	\$1,483.89	\$403.20	\$423.20

	Contribution HSA 1168/1169	*HSA \$600/yr	***Setup Fee	Admin Fee	Contribution HSA	County Portion HSA for Non-Tobacco	County Portion HSA for Tobacco	<u>EE Cost HSA</u> <u>1168/1169</u> <u>Non-Tobacco</u>	EE Cost HSA <u>1168/1169</u> <u>Tobacco</u>
Employee	\$459.03	\$50.00	\$1.67	\$2.50	\$513.20	\$459.03	\$439.03	\$0.00	\$20.00
Employee & Spouse	\$1,093.08	\$50.00	\$1.67	\$2.50	\$1,147.25	\$1,054.15	\$1,034.15	\$93.10	\$113.10
Employee & Children	\$983.91	\$50.00	\$1.67	\$2.50	\$1,038.08	\$953.70	\$933.70	\$84.38	\$104.38
Employee & Family	\$1,420.62	\$50.00	\$1.67	\$2.50	\$1,474.79	\$1,355.55	\$1,335.55	\$119.24	\$139.24

Dental Costs and Premiums	Total Premium for Low Option	County Portion for Low Option	<u>EE Cost</u> for Low Option	County Portion for Low Option with HIR	EE Cost for Low Option with <u>HIR</u>	Total Premium for High Option	County Portion for High Option	<u>EE Cost</u> <u>for High</u> <u>Option</u>	County Portion for High Option with HIR	EE Cost for High Option with <u>HIR</u>
Employee	\$22.90	\$17.90	\$5.00	\$22.90	\$0.00	\$26.25	\$13.27	\$12.98	\$26.25	\$0.00
Employee & Spouse	\$39.62	\$17.84	\$21.78	\$30.82	\$8.80	\$45.45	\$13.53	\$31.92	\$26.31	\$18.94
Employee & Children	\$39.66	\$17.86	\$21.80	\$30.84	\$8.82	\$45.48	\$13.54	\$31.94	\$26.52	\$18.96
Employee & Family	\$61.89	\$30.91	\$30.98	\$43.89	\$18.00	\$70.34	\$26.40	\$43.94	\$39.38	\$30.96

Vision Care	EE Premiums (deducted once per month – 2 nd paycheck of the month)
Employee	\$ 5.44
Employee & Spouse	\$ 10.87
Employee & Children	\$ 10.32
Employee & Family	\$ 16.28

*The County gives employees electing the Health Saving Account (HSA) \$600 employer contribution into the employee's HSA Bank account. The County or the appointing authority pays the \$600 upfront at the beginning of the plan year. New Hires receive a pro-rated amount determined by the insurance eligibility date. *Administrative fees are paid by the agency on a monthly basis for employees. * Setup fees are only for new accounts and is a one-time fee of \$20.00 paid by the appointing authority.

* Any employee waiving the county-sponsored health insurance will receive \$10,000 in additional life insurance coverage for a total of \$50,000 (County paid). In addition, an employee not electing health insurance can enroll in the **Dental plan with HIR** (health insurance replacement) and receive a $\frac{$12.98}{12.98}$ per month discount on their dental premium.

ATTACHMENT 2

2017 OPEN ENROLLMENT Health Insurance Premiums for Retirees

Blue Options PPO Plans Rate effective dates: January 2017 – December 2017

	PPO 1352	PPO 1552		
Retirees	Premiums	Premiums		
Retiree	\$570.25	\$616.23		
Retiree & Spouse	\$1,357.91	\$1,467.39		
Retiree & Children	\$1,222.29	\$1,320.83		
Retiree & Family	\$1,765.44	\$1,907.09		
Dependent/Spouse				
(for Split Contracts)	\$787.66	\$851.16		

Blue Medicare PPO and Blue Medicare RX Plans Rate effective dates: January 2017 – December 2017

	*BlueMed PPO BlueMed RX		
Retirees	Premium	(Pharmacy Coverage Only)	
Retiree <u>or</u> Spouse (each)	\$268.61	\$89.42	

Note: The premiums for Blue Medicare PPO and Blue Medicare RX (Pharmacy coverage only) will be determined by CMS and Florida Blue.

*To be eligible for BlueMed PPO you must have Medicare Part A & B and reside in Florida.

* Note: Retirees who choose BlueMed would have individual coverage. Retirees who are Medicare-eligible and their spouse is not Medicare- eligible, can still elect either BlueMed PPO or the Rx Plan and their spouse would be offered single coverage with the Non-Medicare product (i.e. Blue Option 1352 or 1552).

Blue Medicare <u>Group Supplement Plan F</u> is not offered to new enrollees. If you are already on the Blue Medicare Group Supplement Plan F, you can remain on this plan.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11095	County Administrator's Report 11. 3.			
BCC Regular M	eeting Budget & Finance Consent			
Meeting Date:	10/06/2016			
Issue:	Concerning the Purchase of one Brush Chipper, Trailer Mounted, 15 Inch Capacity for the Road Division, VE 15-16.024			
From:	Joy D. Blackmon, P.E., Director			
Organization: CAO Approval:	Public Works			

RECOMMENDATION:

Recommendation Concerning the Purchase of One Brush Chipper, Trailer Mounted, 15 Inch Capacity for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Vermeer Southeast Sales & Service, Inc., in the amount of \$52,155.58 for one Vermeer BC1500 brush chipper, trailer mounted, 15 inch capacity, for the Road Division, in accordance with the specifications of VE 15-16.024.

The Purchasing Department posted the request on the Escambia County Website for 30 days from August 18, 2016, through September 16, 2016. One additional response was received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

BACKGROUND:

The purchase of this Brush Chipper will enhance the Right-of-Way Maintenance/Tree Trimming program of the Road Division and will also complement the response in weather-related clearing operations. It will replace an older model currently in the fleet, which will be evaluated and auctioned as surplus. The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning August 18, 2016 through September 16, 2016, based on the specifications of VE 15-16.024; one response was received from Vermeer Southeast Sales & Service, Inc.

BUDGETARY IMPACT:

Funds are available in Fund 175, Transportation Trust Fund, Cost Center 210402, 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. One response was received.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will be requested to issue a Purchase Order.

Attachments

VE 15-16.024 Vermeer Quote Submittal



Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager Office of Purchasing

The Road Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2016 - or current mfg. year

Model: BRUSH CHIPPER, TRAILER MOUNTED, 15" CAPACITY

Color: Manufacturer's Standard Color

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

60-90- days after receipt of order

Maximum Budgeted Purchase Amount:

\$ 54,350 total

VE 15-16.024 Road Department Purchase #10 Trailer Mounted Brush Chipper

VE 15-16.024 Road Department Purchase #10 Trailer Mounted Brush Chipper

SPECIFICATION: BRUSH CHIPPER, TRAILER MOUNTED, 15" CAPACITY

DIMENSIONS:

- Weight Approx 6900 lbs.
- Width 72"—86"
- Height 100"—104"
- Length 176"—200"
- 15" chipping capacity

ENGINE:

- 125 hp diesel engine, minimum
- Over center type clutch
- Heavy duty air cleaner
- Spin on type filters

CHASSIS:

- Main frame constructed of rectangular tubing or "z" section.
- 7000 lb. axle torsion type
- Electric brakes with breakaway switch
- ST 235/80R16 tires load range E
- Steel wheels
- Drop leg jack
- 2 1/2" diameter lunette or 2 5/16" ball hitch
- Adjustable height hitch
- Safety chains
- 6 way light connector
- All wiring in conduit to lights
- Four function rear lights

FEED SYSTEM:

- Infeed throat opening 20" x 15"
- Serrated infeed rollers
- Feed rollers hydraulically driven
- Feed table height 27"
- Feed table length 30"
- Safety control bar a round infeed opening for emergency stop.

VE 15-16.024 Road Department Purchase #10 Trailer Mounted Brush Chipper

CHIPPER DRUM OR DISC

- Drum type:
- Size 22" diameter x 22" width
- 2 knife pockets 180 degrees apart
- Dual edge reversible knives
- Extreme duty bearings
- Adjustable bedknife (reversible)
- Disc type:
- 37" x 2" diameter disc
- 4 knives reversible

CHIPPER HOUSING:

- Easy access door for knife changes
- Drop down door for anvil adjustment or clean out
- Chipper housing to be constructed for maximum safety and operator protection

DISCHARGE CHUTE:

- Rotation of 360 degrees
- Adjustable chip deflector
- Locking pin for chute rotation

MISCELLANEOUS:

- 26 gallon fuel tank
- Engine shutdown system
- Locking tool box
- Vandalism protection

Posting Date	Thursday, August 18, 2016
Due Date for Offers	Friday, September 16, 2016
Depart.	Wes Moreno, Department Director
Fleet Maint.	Terry Gray, Fleet Maintenance

VE 15-16.024 Road Department Purchase #10 Trailer Mounted Brush Chipper

Offers for the sale of vehicle or equipment meeting the specifications for VE 15-16.024 Road Department Purchase #10 Trailer Mounted Brush Chipper, as listed will be accepted until **5:00 pm on Friday, September 16, 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 15-16.024 Road Department Purchase #10 –</u> <u>Trailer Mounted Brush Chipper and the name of the offerer.</u>

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Office of Purchasing 213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg, Pensacola, Florida 32502



Vermeer Southeast Sales & Service, Inc. 6691 Mobile Highway Pensacola, FL 32526

QUOTE

Date: 09/16/16

Sales Rep: Neale Blackney

Delivered to:

Escambia County Road & Bridge 1651 East 9 Mile Road Pensacola, FL 32514

	Pensacola,	FL	32514

1651 East 9 Mile Road

Customer Information:

Escambia County Road & Bridge

Contact Name:	Terry Gray			
Phone Number:	850 937 2123			

Payment method:

Qty	DESCRIPTION and SERIAL #	Unit Price			TOTAL	
1	VERMEER BC1500 BRUSH CHIPPER-TRAILER-MOUNTED	\$	52,155.58	\$	52,155.58	
	VIN #					
	130HP CUMMINS TIER 4i DIESEL ENGINE					
	PATENDED SAFETY STOP BAR					
	DOM TRAILER OPTION					
	ELECTRIC BRAKE					
	NON WINCH					
	PINTLE HITCH					
	15" CAPACITY					

- 1 YEAR OR1000 HOUR WARRANTY ON MACHINE
- 3 YEAROR 3000 HOUR WARRANTY ON DRUM ASSEMBLY

Delivery & All Training "Operational & Safety" are include in this price.

sentery are manage operational a callety are molade in the proc.			
	SubTotal	\$	52,155.58
	Tax		
THANK YOU FOR YOUR BUSINESS!	Total	\$	52,155.58
	Less Down		
	Payment		
	Balance Due	\$	52,155.58
		THANK YOU FOR YOUR BUSINESS! SubTotal Tax Total Less Down Payment	SubTotal \$ Tax Total \$ Thank YOU FOR YOUR BUSINESS! Total \$ Less Down Payment

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.



Vermeer Southeast Sales & Service, Inc. 2950 Prison Valley Pkwy

Brmingham, AL 35217 205 841 9895 800 618 9895 Fax 205 841 9841

Decatur, AL

Pensacola, FL

Boynton Beach, FL

Clearwater, FL

Ft. Myers, FL

Jacksonville, FL 904/262/4400 808/874/4404

Miami, FL

Orlando, FL

Tallahassee, FL

Manetta, GA

McDonough, GA

Savannah, GA

Vermeer Southeast Corporate

ERICATELICE CONSTRAINES

Vermeer Caribbean

Vermeer Central America

> Vermeer Puerto Rico

To whom it may concern, the Vermeer Brush chipper line has unique safety features built into each machine. While all chipper manufacturers safety features Vermeer is the sole source for unique safety feature found only on the Vermeer Brush Chipper line. According to independent research done by Peter Gertenberger who was at the time of the research was the senior advisor for safety, compliance and standards at TCIA the Vermeer Brush chipper have been "a leader in brush chipper safety innovation since the mid 1980's."

Some safety features that he listed as important were as follows

- Safety Distance Guarding Long feed tables with upward sloping sides that help keep
 operators from reaching and touching the feed rollers from anywhere around the in-feed
 table.
- Vermeer designed the <u>access time to the cutting mechanism</u> to be longer than the coast down time of the disc / drum when using the prescribed shut-down procedure. This ensures that the knives of the rotating drum have stopped before the system is exposed
- Upper Feed Control Bar Four position upper feed control bar with dual stop positions as well as forward / reverse feed positions. Mounted over the feed table, this control bar provides a means for the operator to stop the feed rollers as well as selecting forward and reverse.
- Bottom Feed Stop Bar this is a <u>patented</u> safety feature that to our knowledge no other chipper manufacture can / does offer. This safety feature makes it possible for the operator's leg to strike the bar and shut off the feed either intentionally or AUTOMATICALLY in an emergency situation. Vermeer feels that this is a DISTINCT safety advantage over our competitors that require the operator to react, pull, or push something in order to stop the infeed mechanism

Because we believe that we are the only manufacturer that can offer the bottom feed stop bar we have a distinct safety advantage over any other chipper currently offered on the market.





Board of County Commissioners • Escambia County, Florida

Claudia Simmons, Manager Office of Purchasing

The Road Department of Escambia County, Florida desires to purchase:

Quantity: One (1) ea.

Base Description:

Year: 2016 - or current mfg. year

Model: BRUSH CHIPPER, TRAILER MOUNTED, 15" CAPACITY

Color: Manufacturer's Standard Color

Equipment: See Specification page(s)

Warranty: See Specification page(s)

Options required:

See specifications page(s)

Delivery Required (from order date):

60-90- days after receipt of order

Maximum Budgeted Purchase Amount:

\$ 54,350 total

VE 15-16.024 Road Department Purchase #10 Trailer Mounted Brush Chipper

VE 15-16.024 Road Department Purchase #10 Trailer Mounted Brush Chipper

SPECIFICATION: BRUSH CHIPPER, TRAILER MOUNTED, 15" CAPACITY

DIMENSIONS:

- Weight Approx 6900 lbs.
- Width 72"—86"
- Height 100"—104"
- Length 176"—200"
- 15" chipping capacity

ENGINE:

- 125 hp diesel engine, minimum
- Over center type clutch
- Heavy duty air cleaner
- Spin on type filters

CHASSIS:

- Main frame constructed of rectangular tubing or "z" section.
- 7000 lb. axle torsion type
- Electric brakes with breakaway switch
- ST 235/80R16 tires load range E
- Steel wheels
- Drop leg jack
- 2 1/2" diameter lunette or 2 5/16" ball hitch
- Adjustable height hitch
- Safety chains
- 6 way light connector
- All wiring in conduit to lights
- Four function rear lights

FEED SYSTEM:

- Infeed throat opening 20" x 15"
- Serrated infeed rollers
- Feed rollers hydraulically driven
- Feed table height 27"
- Feed table length 30"
- Safety control bar a round infeed opening for emergency stop.

VE 15-16.024 Road Department Purchase #10 Trailer Mounted Brush Chipper

CHIPPER DRUM OR DISC

- Drum type:
- Size 22" diameter x 22" width
- 2 knife pockets 180 degrees apart
- Dual edge reversible knives
- Extreme duty bearings
- Adjustable bedknife (reversible)
- Disc type:
- 37" x 2" diameter disc
- 4 knives reversible

CHIPPER HOUSING:

- Easy access door for knife changes
- Drop down door for anvil adjustment or clean out
- Chipper housing to be constructed for maximum safety and operator protection

DISCHARGE CHUTE:

- Rotation of 360 degrees
- Adjustable chip deflector
- Locking pin for chute rotation

MISCELLANEOUS:

- 26 gallon fuel tank
- Engine shutdown system
- Locking tool box
- Vandalism protection

Posting Date	Thursday, August 18, 2016
Due Date for Offers	Friday, September 16, 2016
Depart.	Wes Moreno, Department Director
Fleet Maint.	Terry Gray, Fleet Maintenance

VE 15-16.024 Road Department Purchase #10 Trailer Mounted Brush Chipper

Offers for the sale of vehicle or equipment meeting the specifications for VE 15-16.024 Road Department Purchase #10 Trailer Mounted Brush Chipper, as listed will be accepted until **5:00 pm on Friday, September 16, 2016.** Offers exceeding the maximum budgeted purchase price listed will not be accepted.

Instructions to Offerors

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11.101, Matt Langley Bell, III Bldg.,

213 Palafox Place, Pensacola, Florida 32502

And clearly marked with the Specification Number <u>VE 15-16.024 Road Department Purchase #10 –</u> <u>Trailer Mounted Brush Chipper and the name of the offerer.</u>

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Office of Purchasing 213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg, Pensacola, Florida 32502

BC1500 BRUSH CHIPPER

GENERAL

Length: 14.9' (4.5 m) Width: 86" (218.4 cm) Height: 104" (264.2 cm) Weight (with winch): 6907 lb (3133 kg) Weight: 5825 lb (2642.2 kg)

ENGINE

Make/Model: Cummins QSB4.5 Turbo Tier 4i (Stage IIIB) Gross Horsepower: 130 hp (97 kW) Fuel tank: 45 gal (170.3 L) Torque (max): 459 ft-lb (622.3 Nm) @ 2400 rpm Fuel type: Diesel Number of cylinders: 4 Cooling medium: Liquid

FEED/DISCHARGE SYSTEM

Chipping capacity (max): 15" (38.1 cm) Infeed opening height: 20" (50.8 cm) Infeed opening width: 15" (38.1 cm) Feed table height: 32" (81.3 cm) Feed speed (max): 122 ft/min Feed roller dimensions: 20.9" (53.1 cm) diameter

CUTTING SYSTEM

Drum dimensions: 22.5" diameter x 22" wide (57.2 cm x 55.9 cm) Drum speed: 1980 rpm Knives: Two A8 chipper steel reversible Bedknife: 2 usable edges Engagement type: Automotive-style clutch

NOTES:

HYDRAULICAL SYSTEM

Hydraulic tank: 12 gal (45.4 L) Hydraulic flow (max): 5.5 gpm

ELECTRICAL

System voltage: 12 V Lights: LED brake, turn, tail. license, side indicators

CHASSIS/BRAKES

Frame: 7" x .25" (17.8 cm x .6 cm) Z-channel Tires: LT285/75R16 load range E (flotation) Axle/Suspension: 7000 lb (3175.2 kg) rubber torsion Electrical brakes with breakaway switch

OPTIONS

Extended warranty Special paint Planned maintenance Confidence Plus Winch



Vermeer Corporation reserves the right to make changes in engineering, design and specifications; add improvements; or discontinue manufacturing at any time without notice or obligation. Equipment shown is for illustrative purposes only and may display optional accessories or components. Please contact your local Vermeer dealer for more information on machine specifications. Vermeer, the Vermeer logo, Equipped to Do More and Ecoldle are trademarks of Vermeer Manufacturing Company in the U.S. and/or other countries. © 2015 Vermeer Corporation. All Rights Reserved. Printed in the U.S.A. Please recycle.





CHIPPING PRODUCTIVITY. The SmartFeed system monitors engine rpm and automatically stops and reverses the feed rollers to enhance production. This system also senses feed roller jams and manipulates the material automatically to reduce the need for manual control bar use.



EASILY LIFT HEAVY MATERIAL. An optional winch allows operators to move large logs effortlessly. The 150' (45.7 m) winch line can handle logs up to 2000 lb (907.2 kg) and can automatically lift the log onto the feed table.



OPERATOR SAFETY. Mounted over the feed table, the four-position upper feed control bar enables the operator to stop the feed rollers and select forward/reverse. The patented bottom feed stop bar is strategically located to make it possible for an operator's leg to strike the bar and shut off the feed mechanism either intentionally or automatically in an emergency situation.



SMOOTH FEEDING. Vertical feed rollers with helical cleats help hold material firmly to the infeed table which reduces vibration, shock and structural loading to the rear of the machine.



ECOIDLE™ ENGINE CONTROL SYSTEM.

When the Ecoldle function is selected by the operator, the engine speed automatically lowers to a preset rpm after 60 seconds or 5 minutes of inactivity to help reduce fuel consumption when not chipping material. Due to this idling, noise and greenhouse emissions are also reduced.



EXTENDED WARRANTY. The 3-year/ 3000-hour extended warranty on drum housings, cutter drums, shaft and ring-fetter hubs offers you peace of mind, in addition to the 1-year/1000-hour Vermeer equipment limited warranty.





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11072	County Administrator's Report 11. 4.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Volunteer Florida Federal Fiscal Year 2017 Emergency Management Performance Grant Citizen Corps Program Contract
From:	Mike Weaver, Department Director
Organization:	Public Safety
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Volunteer Florida Federal Fiscal Year 2017 Emergency Management Performance Grant Citizen Corps Program Contract - Michael D. Weaver, Public Safety Department Director

That the Board approve and ratify the Chairman's signature on the Volunteer Florida Federal Fiscal Year 2017 Emergency Management Performance Grant Citizen Corps Program Contract, awarding Escambia County \$7,000, to implement the Citizen Corps program, to be identified in Fund 110, Other Grants and Projects Fund, Cost Center 330458, Revenue Account 334251

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

Section (3) MANDATED CONDITIONS, Subsection b, that "This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Leon County."

BACKGROUND:

In support of the national effort to develop and enhance Citizen Corps programs, federal funds are being provided to continue the effort to engage, educate, and train local citizens in their role as it relates to emergency preparedness, response, recovery, mitigation, and public health measures for all hazards. The grant will provide funds totaling \$7,000, with local match being required from either the selected contractor implementing the grant or from the existing Emergency Management Division budget funding.

BUDGETARY IMPACT:

These federal funds are designed as a reimbursement program to the Escambia County Division of Emergency Management for costs associated with eligible program activities. The local match requirement will be met by either the selected contractor implementing the program or from existing Emergency Management Division budget funding. The Citizen Corps funds will be identified in Fund 110, Other Grants and Projects Fund, Cost Center 330458, Revenue Account 334251.

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed the contract and approved it as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provisions of the Board's Competitive Grants Policy and Citizen Corp program guidelines.

IMPLEMENTATION/COORDINATION:

John Dosh, Division of Emergency Management Manager, will oversee implementation upon approval of the contract. Coordination of this grant will be between Volunteer Florida, Escambia County Division of Emergency Management, and include any other organization or agency identified for grant implementation.

Attachments

Citizen Corps Contract

CONTRACT AWARD

Sub-Recipient: Escambia County BCC Citizen Corps 75079673 Sub-Recipient DUNS: Project Title: Citizen Corps FY 2017 Grant Period: July 1, 2016 - June 30, 2017 Contract Total: \$7000 John Dosh POC: 6575 N West Street Address: City. State. ZIP: Pensacola, FL 32505 Work Phone: 850-471-6409 E-Mail: JSDosh@mvescambia.com

In accordance with the provisions of Federal Emergency Management Performance Grant Program (EMPG) funding, Volunteer Florida, serving as the Administrative Agency, hereby awards to the Sub-Recipient a contract in the amount shown above.

- A. **Type of Contract.** This will be a cost reimbursement contract. Reimbursement for the contracted services will be contingent upon the documented allowable expenditures for the specified contract period. The Volunteer Florida performance and obligation to pay for services rendered under this contract is contingent upon available funding from FEMA and the State of Florida.
- B. Payment of Funds: The Award Letter must be signed by the Official Authorized to Sign in the space below and the original returned to Volunteer Florida before execution of your contract. The sub-recipient should not expend any funds until a fully executed contract has been received from Volunteer Florida. Contract funds will be disbursed to subrecipients (according to approved project budget) upon receipt of evidence of expenditures and receipts of deliverables delivered according to the terms and conditions of the contract.
- C. Contract Amendments. All amendments to the contract must be in writing and utilize the format provided herein and incorporated by reference. Further, any such amendments must be executed by authorized representatives of Volunteer Florida and the Sub-recipient.
- D. Deployable Capabilities. All assets and capabilities achieved or sustained with EMPG contract funds are deployable and shareable at the direction of Volunteer Florida, with cost potentially reimbursable in conformance with Emergency Management Assistance Compact (EMAC) or other Statewide Mutual Aid/Assistance (SMAA) agreements. Assets should be available to utilize in multiple jurisdictions, regions, and the Nation; any asset that is physically mobile can be used anywhere in the United States and territories via EMAC or other mutual aid/assistance agreements.

(1) ATTACHMENTS

a. All attachments to this Contract are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Contract and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Contract has the following attachments:

Attachment A - Program Budget

Attachment B – Scope of Work / Deliverables

Attachment C – Allowable Cost and Eligible Activities

Attachment D - Reports

Attachment E - Reporting Forms

Attachment F – Program Statutes and Regulations

Attachment G – Certification Regarding Debarment

Attachment H - Criminal History Check Status Form

(2) PAYMENTS

a. Invoices shall be submitted quarterly and shall include the supporting documentation for all costs of the project or services as well as compliance with the deliverables. The final Invoice shall be submitted no later than forty-five (45) days after the expiration date of the contract.

b. If the necessary funds are not available to fund this contract as a result of action by the United States Congress, the federal Office of Management and Budgeting, or the State Chief Financial Officer, all obligations on the part of Volunteer Florida to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report no later than thirty days of receiving notice from Volunteer Florida.

(3) MANDATED CONDITIONS

a. The validity of this Contract is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Contract, in any later submission or response to a Volunteer Florida request, or in any submission or response to fulfill the requirements of this Contract. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of Volunteer Florida and no later than thirty days written notice to the Sub-Recipient, cause the termination of this Contract and the release of Volunteer Florida from all its obligations to the Sub-Recipient.

b. This Contract shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Contract shall be in the Circuit Court of Leon County. If any provision of this Contract is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Contract.

c. Any power of approval or disapproval granted to Volunteer Florida under the terms of this Contract shall survive the term of this Contract.

d. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Contract from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

e. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Contract.

f. In addition, the Sub-Recipient shall send to Volunteer Florida (by email or by facsimile transmission) the completed attachment titled: "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" for each intended subcontractor which Sub-Recipient plans to fund under this Contract.

g. Volunteer Florida reserves the right to unilaterally cancel this Contract if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Contract. Volunteer Florida shall be permitted to inspect and monitor the records and facilities of funded projects and award recipients. Such inspections may occur without notice at any reasonable time, which shall be presumed to be normal business hours.

h. Volunteer Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. Volunteer Florida shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Contract by Volunteer Florida.

i. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Contract must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(4) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Contract and that its governing body has authorized the execution and acceptance of this Contract. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Contract.

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the contract; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit to these requirements; and that all agencies involved with this project understand that all federal funds are limited to the period of performance and date stipulated in the funding contract.

I certify that I understand and agree that once the contract has been sent to sub-recipient, the contract will be executed within six (6) months of the letter date. I understand if the contract is not executed in that time frame, the awarded amount is considered declined and funds returned to Volunteer Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA By:

Grover C. Robinson, IV, Chairman

9-22-20110 Date:

FID#: 59-6000-598

ATTEST: Pam Childers Clerk of the Circuit Court

Approved as to form and legal sufficiency. **Bv/Title** Date:

BCC Approved:

BCC Executed: 9-22-2DICO

VOLUNTEER FLORIDA

Ву:_____

Name and Title: Chester W. Spellman, Chief Executive Officer
Date:

POINT OF CONTACT INFORMATION

The name, address, and telephone number of the Volunteer Florida CERT Program Manager:

Christy Rojas-Kasten, CERT Program Manager 3800 Esplanade Way Suite 180 Tallahassee, FL 32311 (850) 414-7400 Christy@VolunteerFlorida.org

Or

Ken Skalitzky, Emergency Management Director 3800 Esplanade Way Suite 180 Tallahassee, FL 32311 (850) 414-7400 Ken@VolunteerFlorida.org

The name, address, and telephone number of the Sub-Recipient's Program Contact is:

Name: Bradford C. Hattaway, Planning Coordinator Address: 6575 North "W" Street City, State ZIP: Pensacola, Florida 32505 POC Work Phone #: 850-471-6414 Email Address: bchattaw@myescambia.com

The name, address, and telephone number of the Fiscal Contact is:

Name: Bradford C. Hattaway, Planning Coordinator Address:6575 North W Street City, State ZIP: Pensacola, Florida 32505 POC Work Phone #: 850-471-6414 Email Address:bchattaw@myescambia.com

CONTRACT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE FINAL APPROVAL OF SUB-RECIPIENT'S PROPOSED BUDGET BY VOLUNTEER FLORIDA.

All Terms and Conditions Included. This Sub-recipient and its attachments as referenced below and incorporated herein contain all the terms and conditions agreed upon by the parties.

Attachment A

Program Budget

- Funding from the Emergency Management Performance Grant is intended for use by the Sub-Recipient to perform eligible activities as identified in Notice of Funding Opportunity (NOFO), Fiscal Year 2016 EMPG, Appendix B – FY 2016 EMPG Funding Guidelines
- <u>http://www.fema.gov/media-library-data/1464196875293-190ed88e1b63940c87121a3f0b97b8a5/EMPG_Multi_Year_Program_Guidance_Final.pdf</u> and programs that are consistent with 2 C.F.R. Part 200, State Rule Chapter 27P-6, Florida Administrative Code and Chapter 252, Florida Statutes).
- Below is a fixed budget which outlines eligible categories and their allocation under this award.
- The transfer of funds between the categories listed in the Program Budget is not permitted, unless approved by Volunteer Florida.

Grant	Sub-Recipient Agency	Category	Amount Allocated
FY 2017 Emergency Management Performance Grants - CERT		Planning	\$7,000.00
	Escambia County BCC Citizen Corps	Training	\$ 0.00
		Exercise	\$ 0.00
		Equipment	\$ 0.00
		Management & Administration (M&A), the dollar amount cannot exceed 5% of the total award amount.	\$ 0.00
Totil/Awaid		\$7000.0	00

Augutority		Scope of Work / Deliveral		End Data	Entimated
Quarterly Period Milestones		Project Timeline or Deliverable Description	Start Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)	Estimated Cost
1 st Quarter	1	Grant application and grant award process.	7/1/16	9/1/16	\$0.00
	2.	Execute grant contract, set-up internal county budget, solicit estimates, and issue PO.	8/25/16	10/30/2016	\$0.00
2 nd Quarter	3.	Plan and conduct outreach to engage the public in America's PrepareAthon!	10/30/16	01/31/2017	\$500
	4	Plan, conduct and complete a youth emergency preparedness event	8/22/16	12/31/2017	\$500
	5.	Develop plans for functional needs support services during a pandemic.			
		Develop and enhance ESF 15, Human Services, and VRC plans.	10/1/16	12/31/16	\$750
	6.	Support three (3) public outreach activities, three (3) Citizen Corps related meetings, and submit quarterly report	10/1/16	12/31/16	\$700
	7.	Recruit/schedule instructors, subject matter experts, and participants for CERT training class. Train at a			
		minimum fifteen (15) people. As a result of the increased cost for background checks, training recruitment and expenses will be potentially	9/1/16	12/31/16	\$500
		impacted.			
	8.	Finalize CERT training plans, schedule, and background checks for participants.	10/1/16	12/31/16	\$500
3 rd Quarter	9	Plan and conduct CERT recruitment outreach for hurricane season. Purchase CERT equipment as appropriate.	1/1/17	3/31/17	\$750
가장에 가 가가지가 나갔었다.	10.	Plan hurricane exercise participation; engage Citizen Corps and CERT members. Participate in three (3) Citizen Corps related meetings.	1/1/17	3/31/17	\$500
	11.	Plan and conduct CERT training and submit quarterly report.	1/1/17	3/31/17	\$850

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Attachment B Scope of Work / Deliverables

4 th Quarter	12.	Support two (2) public outreach activities and three (3) Citizen Corps related meetings.	4/1/17	6/30/2017	\$400
		Recruit, engage, and support participants in hurricane exercise Recruit for the CERT program and	4/1/17	6/30/17	\$550
	144.	closeout all activities under the grant.	4/1/17	6/30/17	\$500

Program Narrative

1. Planning Activities:

- a. Promote public education and awareness related to PrepareAthonI-reflects outreach through over 500 program partners.
- b. Will continue to promote public-private partnerships and Citizen Corps planning to continue the effort to develop and enhance emergency management planning through and with the 500 program partners.
- c. Deliver CERT basic and supplemental training as appropriate for an additional fifteen (15) people.
- d. Reach out to and engage 154 already trained CERT citizens with respect to additional training, exercise, and real-event support as appropriate.
- e. Conduct background checks for any deployable CERT trained citizens as appropriate/required.

Attachment C

Allowable Cost and Eligible Activities

I. Categories and Eligible Activities

The 2016 EMPG Funding Guidance allowable costs are divided into the following categories: organizational, planning, training, exercise, and equipment.

Allowable Costs

A. Organization

Per the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (42 U.S.C. §§ 5121-5207), EMPG Program funds may be used for all-hazards emergency management operations, <u>staffing</u>, and other day-to-day activities in support of emergency management. <u>Personnel</u> costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

<u>Mandatory Training and Exercise Requirements for EMPG funded employees only</u> All EMPG Program funded personnel shall complete the following training requirements and record proof of completion: NIMS Training, Independent Study (IS) 100, IS 200, IS 700, and IS 800.

Eligible "Organization" items include:

- Travel to/from meetings and conferences related to emergency management
- Travel to training and/or exercises related to emergency management
- Other Personal/Contractual Services
 - Reimbursement for services by a person(s) who is not a regular or full time employee filling established positions. This includes but is not limited to, temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - Consultant Services require a pre-approved Contract or purchase order by Volunteer Florida. These requests should be sent to the grant manager for Volunteer Florida for review.

B. Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

C. Training

EMPG Program funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current, Multi-Year TEP developed through an annual TEPW. Training should foster the development of a community oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses; Sub-Recipients are encouraged to place emphasis on the core competencies as defined in

the NIMS Training Program. The NIMS Training Program can be found at <u>http://www.fema.gov/training-0</u>.

For additional information on review and approval requirements for training courses funded with preparedness grants please refer to the following policy: <u>http://www.fema.gov/media-library-</u> <u>data/1115d44e06367bb89510aafbe79c1875/FINAL_GPD+Training+Three+for+Free+Policy_09+10+</u> 13.pdf.

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally-sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

Allowable training-related costs include the following:

- Funds Used to Develop, Deliver, and Evaluate Training. This includes costs related to
 administering the training: planning, scheduling, facilities, materials and supplies, reproduction of
 materials, and equipment. Training should provide the opportunity to demonstrate and validate
 skills learned, as well as to identify any gaps in these skills. Any training or training gaps,
 including those for children and individuals with disabilities or access and functional needs,
 should be identified in the Multi-year TEP and addressed in the training cycle. Sub-recipients are
 encouraged to use existing training rather than developing new courses. When developing new
 courses Sub-recipients are encouraged to apply the Analysis Design Development and
 Implementation Evaluation (ADDIE) model for instruction design.
- Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- *Travel.* Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- Hiring of Full or Part-Time Staff or Contractors/Consultants. Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- Certification/Recertification of Instructors. Costs associated with the certification and recertification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

D. Exercises

All EMPG-funded personnel are REQUIRED to participate in no less than three exercises in a 12 month period.

Allowable exercise-related costs include:

- Funds Used to Design, Develop, Conduct and Evaluate an Exercise. This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- Hiring of Full or Part-Time Staff or Contractors/Consultants. Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- Supplies. Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- Implementation of HSEEP. This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.
- Other Items. These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs)
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct

E. Equipment

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at <u>https://www.fema.gov/authorized-equipment-list</u>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment. Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)

- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their CERT Program Manager for clarification.

II. Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (<u>http://www.fema.gov/grant-programs-directorate-information-bulletins</u>) (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, *Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants*, located at: <u>http://www.fema.gov/media-library/assets/documents/32474</u>.

Unallowable Costs

- Prohibited Equipment: Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407 Use of Grant Funds for Controlled Equipment for the complete Prohibited Equipment List. For additional information on Prohibited Equipment see Executive Order (EO) 13688 Federal Support for Local Law Enforcement Equipment Acquisition (<u>https://www.gpo.gov/fdsys/pkg/DCPD-201500033/pdf/DCPD-201500033.pdf</u>), and the Recommendations Pursuant to Executive Order 13688(<u>https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pd</u>f).
- Expenditures for weapons systems and ammunition
- Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG Program

In general, Sub-Recipients should consult with their CERT Program Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

Attachment D

Reports

Sub-Recipient shall provide Volunteer Florida with a quarterly financial report, and a final close-out report. Reporting Forms are located in attachment titled: Reporting Forms and can be found at www.VolunteerFlorida.org/CERT

A. Quarterly financial reports are due to Volunteer Florida no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31 and June 30.

The Sub-Recipient shall provide Volunteer Florida with <u>full</u> support documentation for the quarterly financial reports. To eliminate large files and mailings, Volunteer Florida will accept documentation via email to the VF CERT Program Manager, if desired by the Sub-Recipient. Copies of invoices/receipts and canceled checks or general ledger for proof of payment.

(Backup Documentation should reflect the amount requested on the Expenses Detail of Claims form.)

- Planning Costs: Provide copies of contracts, MOUs or agreements with consultants or subcontractors providing services. May also request copies of planning materials and work products (i.e., meeting documents, copies of completed plans (if submission of plans is for Volunteer Florida then only need to provide date of submission and who submitted plan/product to), etc.).
- Training Costs: Provide copies of contracts, MOUs or agreements with consultants or subcontractors providing services, and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
- Exercise Costs: Provide copies of contracts, MOUs or agreements with consultants or subcontractors providing services, and a copy of the agenda and sign in rosters (if using pre populated sign in sheets they must be certified by the Emergency Management Director verifying attendance). May also request any training materials provided.
- Equipment Acquisition Costs: AEL# for each purchase (if applicable).
- For travel and conferences related to EMPG activities, copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference. If conference, a copy of the agenda must be provided. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.
- If cancelled checks are NOT available, copies of the general ledger MUST be provided.
- B. Proposed Match Plan is due with the signed contract and will be used to compare with the match portion of your close out report. If your proposed match plan changes an update should be provided. Federal funds provided under this Contract shall be matched by the Sub-Recipient either by Cash Match or In-Kind Match.
- C. The final Close Out report is due no later than forty-five (45) days after termination of this Contract. Federal funds provided under this contract shall be matched by the Sub-Recipient either by Cash Match or In-Kind Match from non-federal funds. Appropriate back-up/supporting documentation needs to be provided (i.e. general ledger with highlighted matching non-federal funds).

Attachment E

Reporting Forms

- E a Invoice Worksheet page 14
- E b Program Quarterly Report page 15

Attachment F

Program Statutes and Regulations

- 1. Age Discrimination Act of 1975 42 U.S.C. § 6101 et seq.
- 2. Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3. Chapter 473, Florida Statutes: Regulation of Professions and Occupations
- 4. Chapter 215, Florida Statutes: Financial Matters: General Provisions
- 5. Chapter 252, Florida Statutes: Emergency Management
- 6. Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 et seq.
- 7. Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
- 8. Copyright notice 17 U.S.C. §§ 401 or 402 also Section 1004.23, Florida Statutes
- 9. Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- 10. Debarment and Suspension Executive Orders 12549 and 12689
- 11. Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
- 12. Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13. Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14. False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- 15. Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16. Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17. Lobbying Prohibitions 31 U.S.C. § 1352 also 2 C.F.R. § 200.950 also Section 216.347 Florida Statute and Section § 1352, Title 31 US Code
- 18. Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
- 19. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) U.S.C. § 1681 et seq.
- 20. Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 21. Rehabilitation Act of 1973 Section 504, .29 U.S.C. § 794
- 22. USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 23. Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. 4712, and 10 U.S.C. §
- 24. 2324, 41 U.S.C. § § 4304 and 4310
- 25. Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 26. 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 27. To the extent that 2 C.F.R. Part 200 supersedes any provision outlined above, 2 C.F.R. Part 200 shall apply
- Contracting with Small and Minority Businesses, Women's Business, and Labor Surplus 2 C.F.R. § 200.321

Attachment G Certification Regarding Debarment, Suspension, Ineligibility

And Voluntary Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By:		Escambia County BCC Citizen Corps	
	Signature	Sub-Recipient's Name	
	Name and Title	6575 N West Street, Pensacola, FL 32505 Street Address	
		Sireet Audress	
	Street Address	Date	
	City, State, Zip		
	Date		

Attachment H

Criminal History Check Status Form

Each sub grant agreement shall require the awardee to certify that every volunteer who is a part of an Official Citizen Corps or CERT Program funded through this Agreement has successfully passed a background screening, prior to deployment in an emergency or disaster.

This Criminal History Check Status Form must be completed and submitted to the VF Volunteer Services department within 60 days of the program start date. Florida Department of Law Enforcement state criminal history checks and National Sex Offender Public Registry (NSOPR) checks must be completed prior to any staff serving with or without accompaniment. Failure to submit this form may result in withholding of additional funds, or the requirement to reimburse already disbursed grant funds.

National Sex Offender Public Registry: https://www.nsopw.gov/ Florida Department of Law Enforcement Criminal History Information:

https://web.fdle.state.fl.us/search/app/default?0, or https://web.fdle.state.fl.us/search/app/memorandum?4

Lead Organization:	
Program Name:	
Program Start Date:	· · · · · · · · · · · · · · · · · · ·

I, ______, certify compliance with all applicable requirements, policies, regulations, and laws that apply to Florida Criminal History Background Check. I understand that providing any misrepresentation or false information could result in the Commission recouping any costs associated with the entity, individual, including travel costs, training expenses, etc.

Signature

Organization

Date



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11068	County Administrator's Report 11. 5.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Amendment to the Standard Operating Procedure Guidelines for the Administration of the Volunteer Firefighter Stipend Program, Section IV, A.3
From:	Mike Weaver, Department Director
Organization: CAO Approval:	Public Safety

RECOMMENDATION:

Recommendation Concerning the Standard Operating Guidelines for the Administration of the Volunteer Firefighter Stipend Program Policy - Michael D. Weaver- Public Safety Department Director

That the Board adopt the revised Board of County Commissioners' Policy titled "Standard Operating Guidelines for the Administration of the Volunteer Firefighter Stipend Program," Section IV, A.3, effective October 1, 2016, to address the following gaps in the Policy: (1) clearly state the stipend amount per rank; (2) allow a stipend, in the amount of \$200, for Driver Operator's; (3) align the retention incentive with the monthly participation requirements; and (4) include payments for Volunteer instructors.

[Funding: Fund 143, Fire Services, Cost Center 330206, Fire Rescue/Services]

BACKGROUND:

As part of annual review process, Public Safety Department Director, Michael Weaver, Fire Chief Pat Grace and representatives from the Escambia County Volunteer Firemen's Association met to address the gaps in the current guidelines. During this review, the Escambia County Volunteer Firemen's Association requested a \$100.00 per rank increase as well as the addition of a Driver Operator position to the policy.

BUDGETARY IMPACT:

Funds are available in Fund 143, Fire Protection Fund, Cost Center 330206, Fire Service, Object Code 51201, Other Salaries and Wages- VFF.

LEGAL CONSIDERATIONS/SIGN-OFF:

Deputy County Attorney Charlie Peppler has been the advising Attorney for the Standard Operating Guidelines and has reviewed and approved the policy.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required in order to adopt a Board Policy.

IMPLEMENTATION/COORDINATION:

Public Safety Department Director, Mike Weaver and Fire Chief Pat Grace will ensure that all volunteers are made aware of the new policy once adopted.

Resolution Amended Policy Attachments

Escambia County Clerk's Original 12/11/2008/CARTE-37

RESOLUTION R 2008 - 214

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING STANDARD OPERATING GUIDELINES FOR THE ADMINISTRATION OF A VOLUNTEER FIREFIGHTER STIPEND PROGRAM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners has established a unified fire rescue department to enhance the efficient and effective delivery of fire rescue services in Escambia County, Florida; and

WHEREAS, a critical component of the unified fire rescue department is the

incorporation of County-based volunteer fire departments into the County fire rescue department's organizational structure; and

WHEREAS, the volunteer firefighters who serve the County fire rescue department perform services essential to the public health, safety, and welfare; and

WHEREAS, stipend payments to volunteer firefighters promote retention and serve as valuable incentives for the volunteer firefighters to receive necessary training, seek and obtain advanced certification, and respond to calls on a consistent basis; and

WHEREAS, the Board of County Commissioners therefore finds that standard operating guidelines for the administration of a volunteer firefighter stipend program serves a valid public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS FOR ESCAMBIA COUNTY, FLORIDA AS FOLLOWS: <u>SECTION 1.</u> RECITALS.

The above recitals are hereby incorporated into this Resolution.

SECTION 2. STANDARD OPERATING GUIDELINES.

The Board of County Commissioners adopts the attached Standard Operating Guidelines for the Administration of the Stipend Program of Escambia County. (Attachment A.) These guidelines shall be the official policy of Escambia County, Florida, for the payment and provision of stipends to volunteer firefighters who perform fire rescue services for the County's unified fire rescue department.

SECTION 3. EFFECTIVE DATE.

Upon adoption by the Board of County Commissioners, these guidelines shall be

effective retroactively to November 1, 2008.

Adopted this 11th day of December 2008

BOARD OF COUNTY COMMISSIONERS AMBIA COUNTY, FLORIDA oung, Chairma

EST: ERNIE LEE MAGAHA ERK OF THE CIRUIT COURT Date Executed 112008

This	document approved as to form
and l	egal sufficiency
By	- ASK
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Attachment A

SECTION IV:	Policies and Procedures Relating to the Volunteer Fire Departments and Municipal Services Benefit Unit for Fire Protection Services
POLICY NUMBER:	A.3
TITLE:	Standard Operating Guldelines for the Administration of the Volunteer Firefighter Stipend Program
ADOPTED:	December 11, 2008
BUREAU:	Public Safety

PURPOSE: To promulgate policy and guidelines for payment of a stipend to volunteers who provide more than minimal services to our local citizens, and in so doing, incur personal expenses. While it is beyond the scope of the relationship to maintain detailed expense and reimbursement records, this Stipend will in some measure help to cover those personal expenses.

REQUIRED QUALIFICATIONS AND PAYMENT SCHEDULE:

- I. Firefighter Trainee: Will Receive \$100 if:
 - A. Completes 12 Hour orientation training into the fire service.
 - B. Must obtain certification as Florida Firefighter I within one (1) year of joining Escambia County Fire-Rescue or no further stipend payments will be made until Florida firefighter certification is obtained.
 - C. Attends 2 Training Meetings and responds to 25% of the departments first 50 calls and 12.5% of all calls over 50.
- II. Firefighter I or II: Will receive \$300 if:
 - A. Certified as Florida Firefighter I or II Attends 2 Training Meetings and responds to 25% of the departments first 50 calls and 12.5% of all calls over 50.
- III. Lieutenant Rank: Will receive additional \$50 if:
 - A. Certified as Florida Firefighter I or Firefighter II.

- IV. Captain Rank: Will receive additional \$100 if:
 - A. Certified as Florida Firefighter I or Firefighter II.
 - B. Attends 2 Training Meetings and response to 25% of the departments first 50 calls and 12.5% of all calls over 50.
- V. Assistant District Chief: Will receive \$150 if:
 - A. Certified as Florida Firefighter I or Firefighter II.
 - B. Attends 2 Training Meetings and responds to 25% of the departments first 50 calls and 12.5% of all calls over 50.
- VI. District Chief: Will receive \$250 if:
 - A. Certified as Florida Firefighter I or Firefighter II.
 - B. Attends 2 Training Meetings and response to 25% of the departments first 50 calls and 12.5% of all calls over 50.
- Example: Firefighter I Lieutenant would receive \$300.00 + 50.00 for rank = \$350.00.

DISASTER PAYMENT:

In the event of a local, state, or national disaster, volunteer firefighters who are recalled to maintain full-time emergency staffing by the Fire Chief or his/her designee, for a period no less than 72 hours may receive a one-time supplemental stipend payment not to exceed \$500. This payment is contingent upon available funding and must be approved by the Board of County Commissioners.

PROCEDURES:

- 1. An Attendance Roster will be completed for all dispatched calls, training meetings, and special details. If possible, an Officer will be responsible for completing this report. If an officer is not at the call, the highest ranked Firefighter will be responsible for the report. The District Chief or designee will insure that the top portion of the form is completed properly.
- 2. The Firefighters will print their name, and sign the roster. After all Firefighters have signed the roster, the District Chief or designee will draw line through the remainder of the form, and the words "AND NO OTHERS" will be placed on the next line. The District Chief or designee will then print his/her name and sign the form at the designated place.

- The District Chief will be the only person permitted to add any additional names to the form. He/she must initial any changes that are made.
- 4. The District Chief will prepare a Monthly Stipend Report at the end of each month that will include, but not be limited to, the following information: number of calls the department ran; number of members, by rank, who met qualifications and would be eligible to receive the Stipend, the total number of members in the department, and number of calls, drills, and special details each member participated in. The Monthly Stipend Report will be attached to a Voucher and submitted to Fire Administration, no later than the 10th of the following month, for processing and payment and the Clerk's Finance Department. This report will be initiated by each member who is eligible to receive the Stipend and signed by the appropriate District Chief.
- 5. The appropriate District Chief shall be responsible for maintaining personnel files and training records, which accurately reflect each individual's qualifications for their stipend level. These records shall be available for audit. In addition, District Chiefs shall be responsible for ensuring that a copy of each individual's Firefighter I & II certificates are on file in the fire Administration Office.

ADDITIONAL GUIDANCE:

- I. Credit may be received in lieu of calls runs for standing Duty Crews. Duty crews are defined as personnel manning a station for a set period of time. For that service there will be an allotment of call counts to add to the persons percentage as follows:
 - a. 4 hour shift: 1 call
 - b. 6 hour shift: 2 calls
 - c. 8 hour shift: 3 calls
 - d. 12 hour shift: 4 calls
- II. Credit maybe given for Special Details. Special Details should be a minimum of two (2) hours. This will not account for more than 50% of the total call run needed by an individual in any given month. Each special detail may count for one call.

- III. The 12 hour Orientation Course required for Trainees shall include:
 - a. Basic equipment and truck familiarization
 - b. Safety
 - c. Use of SCBA
 - d. Personal Protective Equipment
 - e. Blood borne pathogens
 - f. County General Operating Guidelines

Note: The assigned District Chief shall ensure that the above listed courses are to be completed within the first thirty–days (30) after trainee's acceptance into the fire department.

IV. In the event that a Firefighter is involved in official fire department business such as classes, special meetings, Association meetings, and out of town training, they shall get credit for any calls run during that time.

RETENTION INCENTIVE:

Incentive: In order to receive the Retention Incentive, Volunteer Firefighters must complete 96 hours of Documents Fire Services Training per calendar year and participate in 25% of the Departments' total calls for year (to include credit for duty crews and special details). Volunteer Firefighters will be paid annually in the first quarter of the fiscal year. It will be the responsibility of each District Chief to submit qualifying documents for payment to Fire Administration.

The Retention Incentive schedule is as follows:

Years of Service:	Payment during Anniversary month:
5	\$ 200.00
10	\$ 400.00
15	\$ 600.00
20	\$ 900.00
25+	\$1200.00

ANNUAL REVIEW:

This policy shall be reviewed annually by fire department personnel to determine if any amendments to the stipend program are warranted.



BCC: 12-11-2008

Dec. 11, 2008 Fage /

BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

ORGANIZATION: Public Safety Bureau

FROM: Michael Hardin, Bureau Chief

DATE: November 20, 2008

ISSUE: Adopt a Policy to establish new procedures for the administration of the Volunteer Fire Department Stipend Program

RECOMMENDATION:

That the Board take the following action concerning the Policy establishing guidelines for the administration of the Volunteer Fire Department Stipend Program:

- A. Approve the Policy establishing guidelines for the administration of the Volunteer Fire Department Stipend Program effective November 1, 2008; and
- B. Adopt the Resolution for the administration of the Volunteer Fire Department Stipend Policy; and
- C. Authorize the Chairman to sign the Resolution.

BACKGROUND: The 2007 audit of the volunteer stipend payments found that the guidelines were confusing and it was recommended that they be simplified. The Board directed Chief Perkins and Assistant Chief Whitfield to work with the Volunteer Firefighter's Association to simplify the guidelines. The final version of the simplified guidelines was brought before the Committee of the Whole on November 12, 2008. At that time, the Committee approved bringing the new guidelines forward for approval.

BUDGETARY IMPACT: The stipend is paid out of Fund 143 Fire MSBU, Cost Center 330202 Fire Suppression, Object Code 53401 Other Contractual Services. The budgeted amount for this line item was increased from \$675,000 last year to \$982,989 this year in order to meet the anticipated increase in cost due to these changes.

LEGAL CONSIDERATIONS/SIGN-OFF: Ryan Ross has been the advising Attorney for the Stipend Policy and has reviewed and approved the policy.

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION: Board approval is required in order to adopt a Board Policy.

BCC: 12/11/2008 RE: Volunteer Fire Department Stipend Policy Date: 11/20/2008 Page 2 of 2

IMPLEMENTATION REQUIREMENTS: N/A

COORDINATION WITH OTHER AGENCIES/PERSONS: N/A

CONCUR:

Robert R. McLaughlin, County Administrator

RESOLUTION R-2008 -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING STANDARD OPERATING GUIDELINES FOR THE ADMINISTRATION OF A VOLUNTEER FIREFIGHTER STIPEND PROGRAM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Escambia County Board of County Commissioners has established a unified fire rescue department to enhance the efficient and effective delivery of fire rescue services in Escambia County, Florida; and

WHEREAS, a critical component of the unified fire rescue department is the incorporation of County-based volunteer fire departments into the County fire rescue department's organizational structure; and

WHEREAS, the volunteer firefighters who serve the County fire rescue department perform services essential to the public health, safety, and welfare; and

WHEREAS, stipend payments to volunteer firefighters promote retention and serve as valuable incentives for the volunteer firefighters to receive necessary training, seek and obtain advanced certification, and respond to calls on a consistent basis; and

WHEREAS, the Board of County Commissioners therefore finds that standard operating guidelines for the administration of a volunteer firefighter stipend program serves a valid public purpose.

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

SECTION 1. RECITALS.

The above recitals are hereby incorporated into this Resolution.

SECTION 2. STANDARD OPERATING GUIDELINES.

The Board of County Commissioners adopts the attached Standard Operating Guidelines for the Administration of the Stipend Program of Escambia County. (Attachment A.) These guidelines shall be the official policy of Escambia County, Florida, for the payment and provision of stipends to volunteer firefighters who perform fire rescue services for the County's unified fire rescue department.

SECTION 3. EFFECTIVE DATE.

Upon adoption by the Board of County Commissioners, these guidelines shall be

effective retroactively to November 1, 2008.

Adopted this _____day of _____2008

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Marie Young, Chairman

ATTEST: ERNIE LEE MAGAHA CLERK OF THE CIRUIT COURT

Deputy Clerk

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Date	

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Attachment A

SECTION IV:	Policies and Procedures Relating to the Volunteer Fire Departments and Municipal Services Benefit Unit for Fire Protection Services
POLICY NUMBER:	-
TITLE:	Standard Operating Guidelines for the Administration of the Volunteer Firefighter Stipend Program
ADOPTED:	December 11, 2008
BUREAU:	Public Safety

PURPOSE: To promulgate policy and guidelines for payment of a stipend to volunteers who provide more than minimal services to our local citizens, and in so doing, incur personal expenses. While it is beyond the scope of the relationship to maintain detailed expense and reimbursement records, this Stipend will in some measure help to cover those personal expenses.

REQUIRED QUALIFICATIONS AND PAYMENT SCHEDULE:

- I. Firefighter Trainee: Will Receive \$100 if:
 - A. Completes 12 Hour orientation training into the fire service.
 - B. Must obtain certification as Florida Firefighter I within one (1) year of joining Escambla County Fire-Rescue or no further stipend payments will be made until Florida firefighter certification is obtained.
 - C. Attends 2 Training Meetings and responds to 25% of the departments first 50 calls and 12.5% of all calls over 50.
- II. Firefighter I or II: Will receive \$300 if:
 - A. Certified as Florida Firefighter I or II Attends 2 Training Meetings and responds to 25% of the departments first 50 calls and 12,5% of all calls over 50.

III. Lieutenant Rank: Will receive additional \$50 if:

A. Certified as Florida Firefighter I or Firefighter II.

- B. Attends 2 Training Meetings and response to 25% of the departments first 50 calls and 12.5% of all calls over 50.
- IV. Captain Rank: Will receive additional \$100 if:
 - A, Certified as Florida Firefighter I or Firefighter II.
 - B. Attends 2 Training Meetings and response to 25% of the departments first 50 calls and 12.5% of all calls over 50.
- V. Assistant District Chief: Will receive \$150 if:
 - A. Certified as Florida Firefighter I or Firefighter II.
 - B. Attends 2 Training Meetings and responds to 25% of the departments first 50 calls and 12.5% of all calls over 50.
- VI. District Chief: Will receive \$250 if:
 - A. Certified as Florida Firefighter I or Firefighter II.
 - B. Attends 2 Training Meetings and response to 25% of the departments first 50 calls and 12.5% of all calls over 50.
- **Example:** Firefighter I Lieutenant would receive \$300.00 + 50.00 for rank = \$350.00.
- DISASTER PAYMENT:

In the event of a local, state, or national disaster, volunteer firefighters who are recalled to maintain full-time emergency staffing by the Fire Chief or his/her designee, for a period no less than 72 hours may receive a one-time supplemental stipend payment not to exceed \$500. This payment is contingent upon available funding and must be approved by the Board of County Commissioners.

PROCEDURES:

- An Attendance Roster will be completed for all dispatched calls, training meetings, and special details. If possible, an Officer will be responsible for completing this report. If an officer is not at the call, the highest ranked Firefighter will be responsible for the report. The District Chief or designee will insure that the top portion of the form is completed properly.
- 2. The Firefighters will print their name, and sign the roster. After all Firefighters have signed the roster, the District Chief or designee will draw line through the remainder of the form, and the words "AND NO OTHERS" will be placed on the next line. The District Chief or designee will then print his/her name and sign the form at the designated place.

- 3. The District Chief will be the only person permitted to add any additional names to the form. He/she must initial any changes that are made.
- 4. The District Chief will prepare a Monthly Stipend Report at the end of each month that will include, but not be limited to, the following information: number of calls the department ran; number of members, by rank, who met qualifications and would be eligible to receive the Stipend, the total number of members in the department, and number of calls, drills, and special details each member participated in. The Monthly Stipend Report will be attached to a Voucher and submitted to Fire Administration, no later than the 10th of the following month, for processing and payment and the Clerk's Finance Department. This report will be initiated by each member who is eligible to receive the Stipend and signed by the appropriate District Chief.
- 5. The appropriate District Chief shall be responsible for maintaining personnel files and training records, which accurately reflect each individual's qualifications for their stipend level. These records shall be available for audit. In addition, District Chiefs shall be responsible for ensuring that a copy of each individual's Firefighter I & II certificates are on file in the fire Administration Office.

ADDITIONAL GUIDANCE:

- Credit may be received in lieu of calls runs for standing Duty Crews. Duty crews are defined as personnel manning a station for a set period of time. For that service there will be an allotment of call counts to add to the persons percentage as follows:
 - a. 4 hour shift: 1 call
 - b. 6 hour shift: 2 calls
 - c. 8 hour shift: 3 calls
 - d. 12 hour shift: 4 calls
- II. Credit maybe given for Special Details. Special Details should be a minimum of two (2) hours. This will not account for more than 50% of the total call run

needed by an individual in any given month. Each special detail may count for one call.

- III. The 12 hour Orientation Course required for Trainees shall include:
 - a. Basic equipment and truck familiarization
 - b. Safety
 - c. Use of SCBA
 - d. Personal Protective Equipment
 - e. Blood borne pathogens
 - f. County General Operating Guidelines

Note: The assigned District Chief shall ensure that the above listed courses are to be completed within the first thirty-days (30) after trainee's acceptance into the fire department.

IV. In the event that a Firefighter is involved in official fire department business such as classes, special meetings, Association meetings, and out of town training, they shall get credit for any calls run during that time.

RETENTION INCENTIVE:

Incentive: In order to receive the Retention Incentive, Volunteer Firefighters must complete 96 hours of Documents Fire Services Training per calendar year and participate in 25% of the Departments' total calls for year (to include credit for duty crews and special details). Volunteer Firefighters will be paid annually in the first quarter of the fiscal year. It will be the responsibility of each District Chief to submit qualifying documents for payment to Fire Administration.

The Retention Incentive schedule is as follows:

Years of Service:	Payment during Anniversary month:		
. 5	\$ 200.00		
10	\$ 400.00		
15	\$ 600.00		
20	\$ 900.00		
25+	\$1200.00		

ANNUAL REVIEW:

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This policy shall be reviewed annually by fire department personnel to determine if any amendments to the stipend program are warranted.

Board of County Commissioners Escambia County, Florida

Title:Standard Operating Guidelines for the Administration of the
Volunteer Firefighter Stipend Program, Section IV, A.3

Date Adopted:	December 11, 2008
Effective Date:	November 1, 2008
Policy Amended:	October 6, 2016

A. <u>Purpose</u>

To promulgate policy and guidelines for payment of a stipend to volunteers who provide more than minimal services to our local citizens, and in so doing, incur personal expenses. While it is beyond the scope of the relationship to maintain detailed expense and reimbursement records, this Stipend will in some measure help to cover those personal expenses.

B. <u>Required Qualifications and Payment Schedule</u>

- 1. Firefighter Trainee: Will Receive \$200 per month if:
 - a. Has completed 12 Hour orientation training into the fire service.
 - b. Obtains certification as Florida Firefighter I within one (1) year of joining Escambia County Fire-Rescue. After one year of service, no further stipend payments will be made until Florida Firefighter I certification is obtained.
 - c. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% of the remaining dispatched incidents for the month that a stipend is sought to be paid.
- 2. Driver Operator: Will receive \$200 per month if:
 - a. Meets all requirements and qualifications described Volunteer Firefighter Driver Operator Job Description.
 - b. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% of the remaining dispatched incidents for the month that a stipend is sought to be paid.
- 3. Firefighter I or Firefighter II: Will receive \$400 per month if:
 - a. Certified as Florida Firefighter I or Firefighter II.
 - b. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% of the remaining dispatched incidents for the month that a stipend is sought to be paid.

- 4. Lieutenant Rank: Will receive \$450 per month if:
 - a. Certified as Florida Firefighter I or Firefighter II.
 - b. Has met all rank education and training requirements.
 - c. Has successfully completed applicable promotional process.
 - d. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% of the remaining dispatched incidents for the month that, a stipend is sought to be paid.
- 5. Captain Rank: Will receive \$500 per month if:
 - a. Certified as Florida Firefighter I or Firefighter II.
 - b. Has met all job education and training requirements.
 - c. Has successfully completed applicable promotional process.
 - d. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% the remaining dispatched incidents for the month that a stipend is sought to be paid.
- 6. Assistant District Chief Rank: Will receive \$550 per month if:
 - a. Certified as Florida Firefighter I or Firefighter II.
 - b. Has met all rank education and training requirements.
 - c. Has successfully completed applicable promotional process.
 - d. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% the remaining dispatched incidents for the month that, a stipend is sought to be paid.
- 7. District Chief Rank: Will receive \$650 per month if:
 - a. Certified as Florida Firefighter I or Firefighter II.
 - b. Has met all job education and training requirements.
 - c. Has successfully completed applicable promotional process.
 - d. Attends 2 training meetings and responds to 25% of the assigned fire station's first 50 dispatched incidents and 12.5% the remaining dispatched incidents for the month that, a stipend is sought to be paid.

C. Disaster Payments

In the event of a declared local, state, or national state of emergency disaster, volunteer firefighters who are recalled to maintain full-time emergency staffing by the Fire Chief or their designee, for a period of time of no less than 72 hours may receive a one-time supplemental stipend payment not to exceed \$500. This payment is contingent upon available funding and must be approved by the Board of County Commissioners.

D. <u>Procedures</u>

- 1. An Attendance Roster Report will be completed for all dispatched incidents, training meetings, and special details. If possible, an officer will be responsible for completing this report. If an officer is not available, the most senior Firefighter will be responsible for the report. The District Chief or his designee will insure that the Report is completed properly.
- 2. The attendees will print their name, and sign the roster report. After all attendees have signed the roster, the District Chief or his designee will draw a line through the remainder of the report with the words "AND **NO** OTHERS." The District Chief or his designee will then print their name and sign the form at the designated place.
- 3. The District Chief or designee will be the only person permitted to add any additional attendees to the report. The District Chief or designee must initial any changes that are made.
- 4. The District Chief will prepare a Monthly Stipend Report at the end of each month that will include, but will not be limited to, the following information: number of incidents the assigned fire station was dispatched to; number of members, by rank, who met the qualifications to be eligible to receive the stipend; the total number of members in the department, and number of incidents, drills, training meetings, and special details each member attended. This report will be initialed by each member who is eligible to receive the Stipend and signed by the appropriate District Chief. The Monthly Stipend Report will be attached to a voucher and submitted to the Public Safety Business Operations Division Manager, no later than the 10th of the following month, for processing and payment by the Clerk's Finance Department.
- 5. The assigned District Chief shall be responsible for maintaining personnel files and training records, which accurately reflects each member's qualifications for their stipend level. These records shall be available for audit. In addition, District Chiefs shall be responsible for ensuring that a copy of each individual's Firefighter I & II certificates are on file in the Fire Administration Office.

E. Additional Guidance

1. Credit may be given for Special Details. This credit will not account for more than 50% of the dispatched incident attendance required for an individual in any given month. Each special detail may be credited towards attendance for one dispatched incident.

- 2. The 12-hour Orientation Course for Trainees shall include:
 - a. Basic equipment and truck familiarization
 - b. Safety
 - c. Use of SCBA

- d. Personal Protective Equipment
- e. Blood borne pathogens
- f. County General Operating Guidelines

Note: The assigned District Chief shall ensure that the above listed courses are to be completed within the first thirty-days (30) after the member has successfully completed the application process.

3. A member may be added to the Attendance Roster anytime that they are concurrently participating in other related Escambia County firefighting activities. This includes meetings, training and education events regardless of location.

F. Retention Incentive

In order to receive the Retention Incentive, Volunteer Firefighters must complete 96 hours of documented training and education relating to services that are provided by Escambia County Fire-Rescue per calendar year and participate in 25% of the assigned fire station's first 600 dispatched incidents and 12.5% of the remaining dispatched incidents for the preceding calendar year (to include credit for special details). Members meeting these requirements will be paid annually in the first quarter of the fiscal year. It will be the responsibility of each District Chief to submit the required documents for payment to the Public Safety Business Operations Manager in a timely manner in order to meet this schedule.

The Retention Incentive schedule is as follows:

Years of Service:	Payment during First Quarter of Fiscal Year:
5	\$ 200.00
10	\$ 400.00
15	\$ 600.00
20	\$ 900.00
25+	\$1200.00

G. Instructor Stipend

A qualified volunteer instructor may receive additional stipend payments for instructing other Firefighters. In order to receive these payments the member must do the following:

- a. Meet the requirements as outlined in the *Instructor Requirements* SOG.
- b. Coordinate with the Fire-Rescue Training Office as outlined in the *Class Approval and Oversight* SOG
- c. Teach and be present for the entire course
- d. Collect and submit student post-instruction evaluation forms

Stipend payments are illustrated in the attached Volunteer Firefighter Instructor payment matrix (Attachment A.). Members cannot receive payments which exceed the maximum cumulative stipend payment for their respective rank during the fiscal year.

H. Annual Review

This policy shall be reviewed annually by the Fire Chief or his designee to determine if any amendments to the stipend program are warranted.

Instructor Payment Matrix

October 6, 2016

Florida #	Title	Firefighter	Lieutenant	Captain	Chiefs
FFP2120	Building Construction	\$785.83	\$824.56	\$1,552.69	\$1,816.02
FFP1510	Codes and Standards	\$698.52	\$732.94	\$1,380.17	\$1,614.24
FFP2720	Company Officer	\$785.83	\$824.56	\$1,552.69	\$1,816.02
FFP1740	Course Delivery	\$785.83	\$824.56	\$1,552.69	\$1,816.02
RN9516	Chief Officer	\$1,047.78	\$1,099.41	\$2,070.26	\$2,421.35
FFP2521	Construction Documents and Plans Review	\$698.52	\$732.94	\$1,380.17	\$1,614.24
FFP2770	Ethical and Legal Issues	\$785.83	\$824.56	\$1,552.69	\$1,816.02
FFP1505	Prevention Practices	\$785.83	\$824.56	\$1,552.69	\$1,816.02
FFP2706	Public Information Officer	\$698.52	\$732.94	\$1,380.17	\$1,614.24
FFP1810	Tactics and Strategies I	\$785.83	\$824.56	\$1,552.69	\$1,816.02
FFP2811	Tactics and Strategies II	\$785.83	\$824.56	\$1,552.69	\$1,816.02
FFP2111	Fire Chemistry	\$698.52	\$732.94	\$1,380.17	\$1,614.24
FFP2610	Fire Investigation: Origin & Cause	\$698.52	\$732.94	\$1,380.17	\$1,614.24
FFP1540	Private Fire Protection Systems I	\$785.83	\$824.56	\$1,552.69	\$1,816.02
FFP2541	Private Fire Protection Systems II	\$698.52	\$732.94	\$1,380.17	\$1,614.24
S130	Basic Wildland Firefighter Training	\$279.41	\$293.18	\$552.07	\$645.69
S190	Basic Wildland Firefighter Training	\$419.11	\$439.77	\$828.10	\$968.54
	Apparatus Operations	\$698.52	\$732.94	\$1,380.17	\$1,614.24
	Hydraulics	\$698.52	\$732.94	\$1,380.17	\$1,614.24
	Hazardous Materials I	\$419.11	\$439.77	\$828.10	\$968.54
	Hazardous Materials II	\$2,794.08	\$2,931.77	\$5,520.68	\$6,456.94
	ICS 400	\$139.70	\$146.59	\$276.03	\$322.85
	Fire & Life Safety Educator I	\$698.52	\$732.94	\$1,380.17	\$1,614.24
	Fire & Life Safety Educator II	\$698.52	\$732.94	\$1,380.17	\$1,614.24
	Emergency Vehicle Operator	\$279.41	\$293.18	\$552.07	\$645.69
	CPR	\$69.85	\$73.29	\$138.02	\$161.42
	Emergency Medical First Responder	\$698.52	\$732.94	\$1,380.17	\$1,614.24

Maximum Cumulative Stipend

\$10,470.80 \$10,986.80 \$16,148.00 \$24,197.40



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11082	County Administrat	tor's Report 11. 6.	
BCC Regular M	leeting Budge	t & Finance Consent	
Meeting Date:	10/06/2016		
Issue:	FY2016 State Homeland Security Grant F	Program	
From:	Mike Weaver, Department Director		
Organization:	Public Safety		
CAO Approval:			

RECOMMENDATION:

Recommendation Concerning the Fiscal Year 2016 State Homeland Security Grant Program, Michael D. Weaver, Public Safety Department Director

That the Board take the following action concerning the Fiscal Year 2016 State Homeland Security Grant Program:

A. Approve the State of Florida, Division of Emergency Management, Federally-Funded Sub-award and Grant Agreement, providing Escambia County Fire Rescue funding, in the amount of \$49,789, through Grant Number EMW-2016-SS00092-S01, for the Hazardous Materials Team; and

B. Authorize the Chairman to sign the Agreement.

BACKGROUND:

The State of Florida Division of Emergency Management distributes grants for the sustainment of the State's Hazardous Materials Teams. The State issues these funds to counties as sub-receipients to be used for training and sustainment of those teams. Escambia County Fire Rescue has a Hazardous Materials Response Team. The grant fund will be used to support the sustainment of the teams' equipment and training.

BUDGETARY IMPACT:

This cost-reimbursement Agreement will provide a grant totaling \$49,789.00 to be expended for Hazmat training and equipment sustainment.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Agreement has been reviewed by Assistant County Attorney Meredith Crawford and approved as to form and legal sufficiency.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board requires its approval of Agreements.

IMPLEMENTATION/COORDINATION:

Upon final approval by the Board and the State, Escambia County Fire Rescue will coordinate with OMB and Finance to establish the appropriate Cost Center.

Attachments

Haz-mat grant

Contract Number: 17-DS-V4-01-27-01-

Escambia County Fire Rescue

26.21%

FEDERALLY-FUNDED SUB-AWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "sub-award may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a sub-award to a sub-recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a sub-award from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "sub-award" means "an award provided by a pass-through entity to a subrecipient for the sub-recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:

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Sub-Recipient's unique entity identifier(DUNS): 075079673 Federal Award Identification Number (FAIN); EMW-2016-SS-00092-S01 Federal Award Date: 09/01/2016 Sub-award Period of Performance Start and End Date: DOE-12/31/2017 Amount of Federal Funds Obligated by this Agreement: \$49,789.00 Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: \$13,133,449.43 Total Amount of the Federal Award committed to the Sub-Recipient \$49,789.00 by the pass-through entity: Federal award project description (see FFATA): See Article XLI Agreement Articles: EMW-2016-SS-0092-S01 Name of Federal awarding agency: Dept. of Homeland Security/FEMA Name of pass-through entity: FL Div. of Emergency Management Contact information for the pass-through entity: 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 Catalog of Federal Domestic Assistance (CFDA) Number and Name: 97.067 Homeland Security Grant Program Whether the award is R&D: No (N/A

Indirect cost rate for the Federal award:

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and <u>ESCAMBIA</u> <u>COUNTY FIRE RESCUE</u>, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a sub-award.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

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vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by <u>all</u> applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) <u>CONTACT</u>

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests

payment.

b. The Division's Grant Manager for this Agreement is:

Katie Jones

FL Division of Emergency Management

2555 Shumard Oak Boulevard

Tallahassee, FL 32311

Telephone: 850-413-9894

Fax: 850-922-8689

Email: Katie.jones@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Email: ajharris@myescambia.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on <u>December</u> <u>31, 2017</u>, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient <u>only</u> for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$49,789.00.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, <u>signed by an official who is authorized to legally bind the Sub-Recipient</u>, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachments A and B, that clearly delineates:

> The required minimum acceptable level of service to be performed; and, İ.

The criteria for evaluating the successful completion of each deliverable. ii.

The performance measure required by section 215.971(1)(b), Florida Statutes, f. remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation-personal services") and 2 C.F.R. §200.431 ("Compensation-fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

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They are provided under established written leave policies;

The costs are equitably allocated to all related activities, including Federal ii. awards; and,

The accounting basis (cash or accrual) selected for costing each type of iii. leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the SubRecipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

The costs are reasonable and do not exceed charges normally allowed by İ. the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

Participation of the individual in the travel is necessary to the Federal award. ii.

The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

Any payment that should not have been made or that was made in an i. incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

Any payment to an ineligible party, any payment for an ineligible good or 11. service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

i.

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of three (3) years from the date of

submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two (2) copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

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(11)<u>AUDITS</u>

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle Audit@em.myflorida.com

OR

Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle Audit@em.myflorida.com OR Office of the Inspector General 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100

(12)<u>REPORTS</u>

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. If the Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)<u>REMEDIES</u>.

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iií. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

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a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the

further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a

competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph 17 above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless

against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated

companies;

iv. Execute noncompetitive contracts to consultants that are on retainer

contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an

equivalent;

vii. Specify a brand name product instead of describing the performance,

specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with

developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

I. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321

("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this

Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
 - i. Exhibit 1 Funding Sources
 - ii. Attachment A Budget
 - iii. Attachment B Scope of Work
 - iv. Attachment C Deliverables and Performance
 - v. Attachment D Program Statutes and Regulations
 - vi. Attachment E Justification of Advance Payment
 - vii. Attachment F Warranties and Representations
 - viii. Attachment G Certification Regarding Debarment
 - ix. Attachment H Statement of Assurances
 - x. Attachment I Mandatory Contract Provisions
 - xi. Attachment J Reimbursement Checklist
 - xii. Attachment K EHP Guidelines
 - xiii. Attachment L Monitoring Guidelines

(20)<u>PAYMENTS</u>

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittel of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b, of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management

Cashier

2555 Shumard Oak Boulevard

Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florid Statutes, if a check or other draft is

returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 <u>et seq.</u>), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the <u>convicted</u> vendor list following a conviction for a public entity crime or on the <u>discriminatory</u> vendor list 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and,

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement. j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

I. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient-agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874,
40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)<u>CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS</u> ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used <u>whenever possible</u>:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, <u>when economically feasible</u>, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, <u>where the requirement permits</u>, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, <u>as appropriate</u>, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out <u>and</u> <u>document</u> the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into

smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT:

Board of County Commissioners Escambia County, Florida

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT:

Ву: _____

Name and Title: Jonathan Lord, Deputy Director

Grover C. Robinson, IV, Chairman

Date Signed: _____

ATTEST: Pam Childers Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

FEID Number: _____

(SEAL)

Approved as to form and legal aufficiency, By/Title Date:

Subrecipient Grant Manager Name: <u>James Adam Harrison</u> Address: <u>6575 North W Street, Pensacola, FL 32505</u> E-mail address: <u>ajharris@myescambia.com</u> Telephone Number: <u>850-426</u>-9980

EXHIBIT -- 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Sub-Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency U.S. Department of Homeland Security, Federal Emergency Management Catalog of Federal Domestic Assistance title and number: 97.067 Award amount: \$ <u>49,789.00</u>

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Sub-Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

- 1. *First applicable compliance requirement*: Sub-recipient is to use funding to perform eligible activities as identified FY2016 Department of Homeland Security Notice of Funding Opportunity.
- 2. Second applicable compliance requirement: Sub-recipient is subject to all administrative and financial requirements as set forth in this Agreement or will not be in compliant with the terms of the Agreement.
- 3. *Third applicable requirement:* Sub-Recipient must comply with specific laws, rules, or regulations. that pertain to how the awarded resources must be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-recipient.

ATTACHMENT A

PROPOSED PROGRAM BUDGET

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at <u>http://www.fema.gov/authorized-equipment-list</u>.

The *transfer of funds between the categories* listed in the "Proposed Program Budget" *is permitted*. However, the *transfer of funds between Issues is strictly prohibited*.

Cheint	Stub-nexcipitenti Accentory	leane/CettestouA	Avincound Alforation
FY 2016 – State Homeland Security	<u>Escambia County</u> Fire Rescue	Issue 2 – Equipment	\$13,789
Grant Program	<u>riie Kescue</u>	Issue 18 - Training	\$36,000
TROUEN AVVEND			(\$4.9),7/339

BUDGET DETAIL WORKSHEET

The Sub-recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", <u>after</u> the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

Allowable literating Coxis	CREATING	Unitectori	Totel Case	Assus Rumbber
Developing, Delivering, and Evaluating Training	an an an an an an an an an an an an an a	<u>1</u>	and a second second second state of a specific second second second second second second second second second s	OCTOBER 120-201
Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes				
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training			,	· · · · · ·
Training Workshops and Conferences				
Activities to achieve training inclusive of people with disabilities and others with access and functional needs	······································			
Full or Part-Time Staff or Contractors/Consultants				
Certification/Recertification of Instructors				
Travel				
Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
nstructor certification.re-certification			·	
Coordination with Citizen Corps Councils in conducting training				
Interoperable communications training				
TOTAL TRA	INING EXPE	NDITURES	\$	
Eligible Equipment Acquisition Costs The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are isted on the web-based version of the Authorized Equipment List (AEL) at http://www.fema.gov/authorized-equipment-list.	Quantity	Unit Cost	Total Cost	lssue Number
?ersonelliprote@tVeteqU[pmeht				
explosiverdevice mitigation and remediation equipment				
JERINE openational search and resource optiginent			Mill state and a state of the s	an an an an an an an an an an an an an a

Information technology			Sala a
Gybersecurity enhancement equipment			
Interoperable communications regulpment			
Lipeteetton/Equipment			ee vert
abecontermination Equipment			
Medical supplies			
Powercequipment			
CBRNETreference materials			
CBRNE Indidentaesponse vehicles			
Terrorism Incident prevention equipment			
Physical security enhancement equipment			
Inspection and Screening systems			
Animal and Plants			
GBRNE Elevention and Response watercraft			
CBRNE Aviation Equipment			
CBRNE logistical support equipment			
HitleAventionEquipment			
 Other authorized equipment costs (includer any construction or renovation provided by HEMA prior to the tyse of any funds for construction or renova- 	costs in this cetegoly. Written ligh)	approval/must/be	
			<u>Annan - Stanson y Constantin Children and Aller</u>
	MENT EXPENDITUR		
TOTAL EXPENDITURES I	OR ALL CATEGORI	ES \$	

ATTACHMENT B

SCOPE OF WORK

Sub-recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2016 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description

Issue 2 – HazMat Sustainment: Supports the sustainment of equipment for the 19 approved Type I CBRNE Capable Hazardous Material Teams across the state.

Issue 18 – Hazmat Training and Exercise: Project supports training and exercise for the specialized Type I CBRNE Hazardous Materials teams.

II. Categories and Eligible Activities

FY2016 allowable costs are divided into the following categories: **Training and Equipment** are allowable categories for this agreement. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Allowable Training Related Costs

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have or access and functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-recipients are encouraged to use existing training rather than developing new courses. When developing new courses, sub-recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation model of instructional design using the *Course Development Tool*.

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities

- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduct of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Interoperable communications training

Additional Training Information

Per DHS/FEMA Grant Programs Directorate Policy *FP* 207-008-064-1, *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants,* issued on September 9, 2013, states, territories, Tribal entities and urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or Urban Area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations_Plan_(EOP). The only exception to this policy is for Countering Violent-Extremism_____ courses.

DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, sub-recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, SAAs and TPOCs are encouraged to review the *NTED Responder Training Development Center (RTDC)* website.

DHS/FEMA Provided Training. These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) training partner programs including, the Continuing Training Grants, the National Domestic Preparedness Consortium (NDPC) and the Rural Domestic Preparedness Consortium (RDPC).

Approved State and Federal Sponsored Course Catalogue. This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope, and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at *http://www.firstrespondertraining.gov.*

Training Not Provided by DHS/FEMA. These trainings includes courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

 State Sponsored Courses. These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC. • Joint Training and Exercises with the Public and Private Sectors. These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. Overtime pay for first responders and emergency managers who participate in public-private training and exercises is allowable. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at http://www.firstrespondertraining.gov.

Training Information Reporting System ("Web-Forms"). Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2016 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at http://www.firstrespondertraining.gov/admin in order to support grantees in their own tracking of training.

FDEM State Training Office conditions: For the purposes of this Agreement, any training course_listed_on_the_DHS_approved_course_catalog_qualifies_as_an-authorized_course. The_Subrecipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-recipient must provide the Division with a certificate of course completion; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to attend the course.
- In order the receive payment for successfully conducting an authorized course, the Sub-recipient must provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-recipient must provide the Division with all receipts that document the costs incurred by the Sub-recipient in order to conduct the course."
- For courses that are non-DHS approved training, sub-recipient must request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, sub-recipient must provide a copy of the course materials and sign-in sheets.
- The number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the sub-recipient receives advance written approval from the State Training Officer for the number of participants, then the Division will reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Sub-recipient must include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) MYTEP reflecting the training.

B. Equipment Acquisition

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on <u>http://www.fema.gov/authorized-equipment-list</u>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's the period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The sub-recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The sub-recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

The sub-recipient shall notify the FDEM Office of Domestic Preparedness at 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The sub-recipient shall notify the FDEM immediately if the equipment is destroyed, lost, or stolen.

The sub-recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the FDEM.

C. Procurement

All procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- any local procurement policy.

To the extent that one standard is more stringent than another, the sub-sub-recipient must follow the more stringent standard. For example, if a State statute imposes a stricter requirement than a Federal regulation, then the sub-sub-recipient must adhere to the requirements of the State statute.

The Division shall pre-approve all scopes of work for projects funded under this agreement. Additionally, the sub-sub-recipient shall not execute a piggy-back contract unless the Division has approved the scope of work contained in the original contract that forms the basis for the piggy-back contract. Also, in order to receive reimbursement from the Division, the sub-subrecipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the subsub-recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

D. Piggy-backing

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The existing contract must contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the scope of work, must be substantially the same as those of the existing contract. The piggyback contract may not exceed the existing contract in scope or volume of goods or services. An agency may not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and sub-sub-recipient agreements funded with Federal or State financial assistance. In pertinent part, Section 215.97(1) states:

- An agency agreement that provides state financial assistance to a subrecipient or sub-sub-recipient, as those terms are defined in s. 215.97, or that provides federal financial assistance to a sub-sub-recipient, as defined by applicable United States Office of Management and Budget circulars, must include all of the following:
- A provision specifying a scope of work that clearly establishes the tasks that the sub-recipient or sub-sub-recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

- A provision specifying the financial consequences that apply if the sub-recipient or sub-sub-recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a sub-recipient or sub-sub-recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a sub-recipient or sub-sub-recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the sub-recipient or sub-sub-recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

E. Overtime and Backfill

The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities. Requests for overtime or backfill must be reduced by the number of hours of leave taken in the pay period. For the purposes of this agreement, leave and pay period are defined according to the Fair Labor Standards Act (FLSA).

Failure to comply

Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

Unallowable Costs (SHSP, UASI and OPSG)

Per FEMA policy, the purchase of weapons and weapons accessories is not allowed with HSGP.

F. Reporting Requirements

1. Quarterly Programmatic Reporting:

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30 and December 31) for the life of this contract.

• If a report(s) is delinquent, future financial reimbursements will be withheld until the Sub-recipient's reporting is current.

• If a report goes two (2) consecutive quarters without Sub-recipient reflecting any activity and/or no expenditures will likely result in termination of the agreement.

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) <u>https://www.reporting.odp.dhs.gov</u>. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements must be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendars of expenditure shall result in denial of reimbursement. The Sub-recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

G. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Katie Jones	Owen Roach
FDEM	FDEM
2555 Shumard Oak Blvd.	2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100	Tallahassee, FL 32399-2100
(850) 413-9894	(850) 410-1599
Katie.jones@em.myflorida.com	Owen.roach@em.myflorida.com

H. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

ATTACHMENT C

DELIVERABLES AND PERFORMANCE

State Homeland Security Program (SHSP): SHSP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

Training Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the sub-recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <u>http://training.fema.gov/</u>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-recipient can successfully-complete-an-authorized-course-either-by-attending-or-conducting-that-course.

Equipment Deliverable: Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <u>http://www.fema.gov/authorized-equipment-list</u>. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Costs for allowable items will be reimbursed if incurred and completed within the period of performance, in accordance with the Scope of Work, Attachment B of this agreement.

ATTACHMENT D

PROGRAM STATUTES AND REGULATIONS

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 et seq.
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 et seq.
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements and Cost Principles 2 C.F.R. Part 200
- 10)Debarment and Suspension Executive Orders 12549 and 12689
- 11)Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
- 12)Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201
- 14)False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729 also 38 U.S.C. § 3801-3812
- 15)Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16)Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17)Lobbying Prohibitions 31 U.S.C. § 1352
- 18)Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
- 19)Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20)Terrorist Financing Executive Order 13224
- 21)Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 et seq.
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25)Whistleblower Protection Act 10 U.S.C. § 2409, 41US.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. § § 4304 and 4310
- 26)53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code

ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[] ADVANCE REQUESTED

Advance payment of \$_______ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS	20 -20 Anticipated Expenditures for First Three Months (90
(list applicable line items)	days) of Funding Agreement
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

<u>LINE ITEM JUSTIFICATION</u> (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the Funding Agreement term. Supporting documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the Funding Note that the advance will be expended within the first ninety (90) days of the Funding Agreement term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

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ATTACHMENT F

WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §\$200.317 through 200.326).

Codes of conduct.

The Sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Sub-recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Sub-recipient.

Business Hours

The Sub-recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Sub-recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-recipient.

ATTACHMENT G

Gentification Recarding

Peloanment, Suspension, Intelligibility

And Waltmany Exclusion

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Sub-recipient, ______, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: Signature	Sub-recipient's Name
Name and Title	FDEM Contract Number
Street Address	Project Number
City, State, Zip	

Date

ATTACHMENT H

STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All sub-recipients must comply with any such requirements set forth in the program NOFO.

All sub-recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

All sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a sub-recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Sub-recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All sub-recipients must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, information, facilities, and staff.

1. Sub-recipient must cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.

2. Sub-recipient will give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy records, accounts, and books, papers, or documents related to the grant.

3. Sub-recipient must submit timely, complete, and accurate reports to the FDEM and maintain appropriate backup documentation to support reports. Sub-recipients should also comply with all other special reporting, data collection and evaluation requirements, as prescribes by law or detailed in program guidance.

4. If, during the past three years, the sub-recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the sub-recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to FDEM for forwarding to the DHS awarding office and the DHS Component.

5. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a sub-recipient of funds, the sub-recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

6. Sub-recipient will acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

7. Sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

8. Sub-recipient who receives awards made under programs that provide emergency communications equipment and its related activities must comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

9. Sub-recipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

10. When original or replacement equipment acquired under this award by the sub-recipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from FDEM to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

ATTACHMENT I

REIMBURSEMENT CHECKLIST

PLANNING

1.	Does the amount billed by consultant add up correctly?
2.	Has all appropriate documentation to denote hours worked been properly signed?
3.	Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by sub-recipient or contractor/consultant of sub-recipient, an agenda and signup sheet with meeting date must be included).
4.	Has the invoice from consultant/contractor been included? (Note – grant agreement must be referenced on the invoice.)
5.	Has proof of payment been included? Canceled check Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement
6.	Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
7.	Has proof of purchase methodology been included? <i>Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.</i> Sole Source (approved by FDEM for purchases exceeding \$25,000)State Contract (page showing contract #, price list)Competitive bid results (e.g. Quotewire, bid tabulation page)
	<u>Consultants/Contractors (Note: this applies to contractors also billed under</u> Organization)

TRAINING

- 1. Is the course DHS approved?
- 2. Is there a course or catalog number? If not, has FDEM approved the non-DHS training?
- 3. Have Sign-In Sheets, Rosters and Agenda been provided?

4.	If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have documentation from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
5.	Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
6.	Has any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment must be submitted.
	Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement
7.	Has proof of purchase methodology been included? <i>Please see Form 5 of</i> <i>Reporting Forms or Purchasing Basics Attachment if further clarity is needed.</i> Sole Source (approved by FDEM for purchases exceeding \$25,000) State Contract (page showing contract #, price list) Competitive bid results (e.g. Quotewire, bid tabulation page)
	Has documentation been provided on the purpose/objectives of the exercise?Situation ManualExercise Plan
2.	If exercise has been conducted are the following included: After-action report Sign-in sheets Agenda Rosters
3.	If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have documentation from entity's financial system been provided to prove attendees were paid?

		For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
	4.	Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
	5.	Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be included. Canceled check Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement
	6.	Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment must be included. Canceled check Electronic-Funds-Transfer-(EFT)-Confirmation
		Credit Card Statement & payment to credit card company for that statement
	7.	Has proof of purchase methodology been included? Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed. Sole Source (approved by FDEM for purchases exceeding \$25,000) State Contract (page showing contract #, price list) Competitive bid results (e.g. Quotewire, bid tabulation page)
<u>EQUIPME</u>		
	Т.	Have all invoices been included?
	2.	Has an AEL # been identified for each purchase?
	3.	If service/warranty expenses are listed, are they only for the performance period of the grant?
	4.	Has proof of payment been included? Canceled check Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement
	5.	If EHP form needed, has a copy of the approval DHS been included?
	6.	Has proof of purchase methodology been included? Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.

<u>TRAVEL</u>		Sole Source (approved by FDEM for purchases exceeding \$25,000) State Contract (page showing contract #, price list) Competitive bid results (e.g. Quotewire, bid tabulation page) NFERENCES Have all receipts been turned in, itemized and do the dates on the receipts match travel dates? Airplane receipts Proof of mileage (Google or Yahoo map printout or mileage log) Toll and/or Parking receipts Hotel receipts (is there a zero balance?) Car rental receipts
		Registration fee receipts Note: Make sure that meals paid for by conference are not included in per diem amount
	2.	If travel is a conference has the conference agenda been included?
	3.	Has proof of payment to traveler been included? Canceled check Electronic Funds Transfer (EFT) Confirmation Credit Card Statement & payment to credit card company for that statement Copy of paycheck if reimbursed through payroll
MATCHIN		
	1.	Contributions are from Non Federal funding sources identified?
	2.	Contributions are from cash or in-kind contributions which may include training investments.
	3.	Contributions are not from salary, overtime or other operational costs unrelated to training.
SALARY	POS	<u>SITIONS</u>
	1.	Has a signed timesheet by employee and supervisor included?
	2.	Has proof for time worked by the employee been included? Is time period summary included? Statement of Earnings Copy of Payroll Check Payroll Register
		For fusion center analysts, have the certification documents been

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provided to the SAA to demonstrate compliance with training and experience standards?

ORGANIZATION

1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?

_____ Have documentation from entity's financial system been provided to prove attendees were paid?

_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

FOR ALL REIMBURSEMENTS - THE FINAL CHECK

	1.	Have all relevant forms been completed and included with each request for reimbursement?		
	2.	Have the costs incurred been charged to the appropriate POETE category?		
	3.	Does the total on all Forms submitted match?		
	4.	Has Reimbursement Form been signed by the Grant Manager and Financial Officer?		
	5.	Has the reimbursement package been entered into sub-sub-recipients records/spreadsheet?		
	6.	Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?		
	7.	If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?		
	8.	Do all of your vendors have a current W-9 (Tax Payer Identification) on file?		

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

ATTACHMENT J

MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Homeland Security Grant Program (HSGP) grant guidance and statutory regulations. The monitoring process is designed to assess a sub-recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the sub-recipient agencies by Division representatives who examines records, procedures and equipment.

Frequency of annual monitoring activity:

Each year the FDEM will conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of sub-recipients that should be reviewed and the level of monitoring that should be performed. It is important to note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that will be examined include:

Management and administrative procedures; Grant folder maintenance; Equipment accountability and sub-hand receipt procedures; Program for obsolescence; Status of equipment purchases; Status of training for purchased equipment; Status and number of response trainings conducted to include number trained; Status and number of exercises; Status and number of exercises; Status of planning activity; Anticipated projected completion; Difficulties encountered in completing projects; Agency NIMS/ICS compliance documentation;

Equal Employment Opportunity (EEO Status);

Procurement Policy

FDEM may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Sub-recipients will be required to participate in desk top monitoring as determined by FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if FDEM determines that a sub-recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant sub-recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to FDEM for assistance. Examples of TA include but are not limited to:

Equipment selection or available vendors

- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the sub-recipient agency POC designated in the grant agreement.

FDEM will also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

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A letter will be sent to the sub-recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. All objectives of the site visit will be explained during this time.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item selected for review should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per sub-recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capital expenditures in excess of \$1,000, per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within thirty (30) calendar days of the site visit, a post monitoring letter will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a post monitoring letter to that effect will be generated and sent to the sub-recipient. The sub-recipient will submit a Corrective Action Plan within a timeframe as determined by FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement.

The On-Site Monitoring report and all back up documentation will then be included in the subrecipient's file.

ATTACHMEMT K

EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal environmental planning and historic preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
 - Emergency Operation Centers
 - Security Guard facilities
 - Equipment buildings (such as those accompanying communication towers)
- Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- · Renovation of and modification to buildings and structures that are 50 years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security
- enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
 - o Lighting
 - Fencing
 - o......Closed=circuit_television-(CCT-V)-systems
 - o Motion detection systems
 - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review.

EHP DETERMINATION PROCESS

- I. Submit the Final Screening Memo to the SAA for review prior to funds being expended.
- II. The SAA will review and notify the sub-recipient of its decision. The grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements.

APPROVAL PROCESS TO FEMA

- I. Prepare a formal written Scope of Work with details outlined in the attached EHP Compliance Requirements, page 2.
- II. The Final Screening Memo should be attached to all project information sent to the Grant Programs Directorate (GPD) for an EHP regulatory compliance review.
- III. Complete the attached National Environmental Policy Act (NEPA) Compliance checklist
- IV. Prepare maps indicating the location(s) of proposed project (Guidance provided)
- V. Take photographs of the location(s) of proposed project (Guidance provided)
- VI. Forward all documents to the SAA. All documents are then forwarded to GPD electronically via the Centralized Scheduling and Information Desk (CSID) at <u>askcsid@dhs.gov</u>.
- VII. CSID will send an email confirming receipt of the project description.
- VIII. FEMA Program Analyst sends notification to SAA when review is complete. SAA notifies sub-recipient of FEMA's final decision.
- IX. THE PROJECT MAY BEGIN ONCE FINAL FEMA APPROVAL IS RECEIVED. Grantee should incorporate sufficient time and resources into the project planning process to accommodate EHP requirements. Grantees must receive written approval from FEMA prior to the use of grant funds for project implementation.

ATTACHMEMT L MANDATORY CONTRACT PROVISIONS

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the require provisions. The Division provides the following list of sample provisions that may be required:

OMB Guidance

Pt. 200, App. ||

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal antities rousi include a provision for compli-ance with the Davis-Bacon Act (40 U.S.C. 8141-3144, and 3146-3149) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Pinanced and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal antity-must-place a copy of the current pre-valling wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract decision to award a contract of subcentary must be conditioned upon the acceptance of the wage deformination. The non-Federal en-tity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supple-mented by Department of Labor regulations (29 OFR Part 8, "Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any parson employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all sus-peoted or reported violations to the Federal awarding agonoy.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in access of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (28 GFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basis rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3764 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements of not apply to the purchasses of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. (F) Rights to Inventions Made Under a

(F) Rights to Inventions Made Under a Contract or Agreement, if the Federal award meats the definition of "funding agreement" under 37 OFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 OFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative -Agreements," and any-implementing-regulations issued by the awarding agency.

(G) Clean Air Aot (42 U.S.O. 7401-76719.) and the Federal Water Pollution Control Act (32 U.S.O. 1251-1287), as amended—Controts and subgraphs of amounts in excess of \$150,600 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.O. 7401-76719) and the Federal Water Pollution Control Act a sumended (33 U.S.O. 1251-1387). Violations must be reported to the Foderal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
(H) Mandatory standards and policies re-

 (H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
 (I) Debarment and Suspension (Executive)

(1) Debarment and Suspension (Énecutive Orders 12549 and 12689)—A contract award (see 2 CFR 189,220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 OFR 160 that implement Executive Orders 12549 (3 OFR Part 1986 Comp., p. 189) and 12889 (3 OFR Part 1986 Comp., p. 189), and 12889 (3 OFR Part 1988 Comp., p. 189), and 12889 (3 OFR Part 1988 Comp., p. 189), and 12889 (3 OFR Part 1988 Second System 1 SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Excentive Order 12540.

(J) Byrd Anti-Lobbying Arnandment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.O. 1352. Each ther must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, Such disclosures are forwarded from ther to ther up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

AFPENDIX III TO PART 200-INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINA-TION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

A, GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional-activity. See subsection-B:1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs,

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. Instruction means the teaching and training activities of an institution. Except for research training as provided in subsoction b, this term includes all teaching and training activities, whether they are offered for oradits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division, Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) Sponsored instruction and training means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) Departmental research means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. Organized research means all research and development activities of an institution that are separately budgeted and accounted for. It includes: (1) Sponsored research means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research teachinques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) University research means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. Other sponsored activities means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of. such-programs.and-projects.are-healthservice projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. Other institutional activities means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as dofined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200,468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and elinics, student unions, intercollegiate athlatics, hookstores, faculty housing, student apartments, gnest houses, ohapels, theaters, public museums, and other studiar auxiliary enterprizes. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. Base period. A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs

tribution of costs, b. Need for cost groupings. The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, identification and assignment of indirect (F&A) costs, to



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11066	County Administrator's Report 11.7.				
BCC Regular M	eeting Budget & Finance Consent				
Meeting Date:	10/06/2016				
Issue:	Approval to Issue Fiscal Year 2016/2017 Purchase Orders in Excess of \$50,000				
From:	David Wheeler, Department Director				
Organization:	Facilities Management				
CAO Approval:					

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2016/2017 Purchase Orders in Excess of \$50,000, for the Facilities Management Department - David W. Wheeler, CFM, Facilities Management Department Director

That the Board, for the Fiscal Year 2016/2017, approve the issuance of blanket and/or individual Purchase Orders in excess of \$50,000, based upon previously awarded Contracts, Contractual Agreements or annual requirements for the Facilities Management Department, as follows:

	Vendor/Contractor	Amount	Contract Number
Α.	Blue Arbor, Inc. Vendor Number: 023818 Temporary Labor Services Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$85,113	\$85,113	PD 14-15.041
В.	Engineered Cooling Services, Inc. Vendor Number: 051168 Central Energy Plant Maintenance Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance)	\$120,600	PD 13-14.058
	Amount: \$110,400 Fund: 113 (Library)		

	Cost Center: 110502 (Library/Maintenance) Amount: \$10,200		
C.	Republic Services, Inc. Vendor Number: 420244 Refuse and Recycling Container Service		
	Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$129,000	\$137,800	PD 12-13.041
	Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$7,800		
	Fund: 501 (Internal Service) Cost Center: 150108 (Employee Health Clinic/Maintenance) Amount: \$1,000		
D.	American Facility Services, Inc. Vendor Number: 012106 Contract Custodial Services for County Building		
	Fund: 001 (General) Cost Center: 310202 (Facilities Management/Custodial) Amount: \$660,000	\$670,000	PD 10-11.049
	Fund: 501 (Internal Service) Cost Center: 150108 (Employee Health Clinic/Custodial) Amount: \$10,000		
E.	Panhandle Humbaugh Elevators, Inc. Vendor Number: 160125 Elevator Maintenance		
	Fund: 001 (General) Cost Center: 310203 (Facilities Management/Maintenance) Amount: \$58,000	\$65,000	PD 12-13.056
	Fund: 113 (Library) Cost Center: 110502 (Library/Maintenance) Amount: \$7,000		

BACKGROUND:

The issuance of these Purchase Orders during the first week of October 2016 is necessary to ensure continuity of services traditionally provided by the Board of County Commissioners to the citizens of Escambia County.

BUDGETARY IMPACT:

Funds are available in the Budget under General Fund (001), Cost Center 310203 Facilities Management/Maintenance and 310202 Facilities Management/Custodial; Internal Service Fund (501), Cost Center 150108 Employee Health Clinic/Maintenance/Custodial; & Library Fund (113), Cost Center 110502, Library/Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11099	County Administrator's Report 11. 8.	
BCC Regular M	eeting Budget & Finance Consent	
Meeting Date:	10/06/2016	
Issue: Program Participation Agreement with Pathways for Change, In		
From:	Chip Simmons, Assistant County Administrator	
Organization:	Corrections	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning the Program Participation Agreement Between Pathways for Change, Inc., and Escambia County, Florida - Chip W. Simmons, Assistant County Administrator

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

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

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society. The County agrees to contribute for Fiscal Year 2016/2017 up to \$140,000 to the Program (the "County Contribution"). The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to compensation, including full time salary and benefits for the following PFC staff positions:

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

Miscellaneous expenses incurred in the provision of incentives for mentors participating

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

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

BACKGROUND:

The Center has created an outreach program to assist individuals who have recently been released from a correctional facility in assimilating into society. The program is commonly referred to as Pathways for Change (PFC).

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

This document has been approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Program Participation Agreement-Pathways for Change

PROGRAM PARTICIPATION AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of October, 2016, by and between Pathways For Change, Inc. (hereinafter referred to as "PFC, Inc."), a Florida not for profit corporation, with a principal address of 901 West Moreno Street, Pensacola, Florida 32501, and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502.

WITNESSETH:

WHEREAS, PFC, Inc. operates a residential treatment program to assist individuals who have been recently released from a correctional facility assimilate into society, which program is commonly referred to as "Pathways for Change" (hereinafter the "Program"); and

WHEREAS, the County has agreed to contribute certain funds for the benefit of the Program as described more particularly herein; and

WHEREAS, the Board of County Commissioners has concluded it is in the best interest of the health, safety and welfare of the citizens of Escambia County to enter into this Agreement to contribute funds for the benefit of the Program and said expenditure serves an essential public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. <u>Recitals</u>. The parties hereto acknowledge and agree that the recitals set forth above are true and correct and further agree that said recitals shall be incorporated into the body of this Agreement.

2. <u>Escambia County's Contribution.</u> The County agrees to contribute up to \$140,000.00 ("County Contribution") to the Program for fiscal year 2015/2016. The County Contribution shall be paid on a reimbursement basis for eligible costs and expenses related to the following:

(a) Compensation including full time salary and benefits for the following PFC staff positions:

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

- 7. Transition Manager
- 8. After Care Specialist/ Director of Alumni

(b) <u>Mentor Incentives and Miscellaneous Expenses</u>. Miscellaneous expenses incurred in the provision of incentives for mentors participating in the program; cell phones, travel and training for Program staff; miscellaneous expenses such as medications and hygiene items for inmates, transportation of inmates to community services for medical and vocational evaluations; program curriculum; night monitors; aftercare services and transitional housing.

PFC agrees to maintain at least a 50% "Program success rate" equal to the average annual number of Program participants divided by the average annual number of Program graduates as calculated based on the current fiscal year (2015/2016). Should the Program success rate fall below the required minimum, the County Contribution shall be reduced by the amount of \$5,000.00 for each percentage point below the 50% Program success rate.

3. <u>Audit.</u> PFC agrees to provide access to or produce all financial records and documents related to the subject contribution from the County for the Program and allow as necessary for the audit of such records by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court. Further, PFC agrees to furnish to the Escambia County Office of Management and Budget upon request a copy of the relevant annual audit report prepared by an independent certified public accountant licensed and in good standing in the State of Florida.

4. <u>Annual Report.</u> PFC agrees to provide an annual report on the Program described herein to include basic statistical information relevant to the Program (e.g. number of classes, students, and graduates, etc.) and an itemized statement of expenditures for which reimbursement was provided as part of the County's contribution under the Agreement.

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

6. <u>Term and Termination</u>. The term of this Agreement shall commence on October 1, 2016, and shall terminate on September 30, 2017. Either party shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party.

7. <u>Entire Agreement.</u> This instrument constitutes the entire integrated agreement and understanding between the parties, superseding all prior communications, oral or

written, including without limitation, the Prior Agreements. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in this written Agreement. No modifications to the Agreement shall be effective or binding unless in writing over the duly authorized signatures of the parties hereto. This paragraph shall not be deemed waived by any modification or alteration which does not conform to the above provisions of the Paragraph.

8. <u>Funding Contingency</u>. Any and all obligations on the part of the County hereunder are hereby made expressly contingent upon appropriation by the Board of County Commissioners.

9. <u>Indemnification</u>. To the extent permitted by law, PFC, Inc. agrees to indemnify and hold the County, its elected and appointed officials, employees, agents, servants, harmless against any and all claims that may arise out of the performance of this Agreement.

10. <u>Notice.</u> Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Pathways for Change, Inc.	To: Escambia County Corrections
Attention: Constance Bookman	Attention: Director
1211 West Fairfield Avenue	2251 North Palafox Street
Pensacola, Florida 32501	Pensacola, Florida 32501

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

12. <u>Compliance with Federal Civil Rights Obligations</u>. If a recipient and/or subrecipient of federal financial assistance, PFC, Inc. shall comply with all applicable federal civil rights obligations, including but not limited to the following:

a. Federal Civil Rights Laws: Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin,

religion, sex, disability, or age in funded programs or activities. All subgrant recipients and implementing agencies must comply with any applicable statutorily imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07);28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Non-Discrimination); 28 C.F.R. pt. 54 (U.S. Department of Justice Regulations - Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance); Exec. Order No. 13,279 (equal protection of the laws for faithbased and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations).

- b. Americans with Disabilities Act: Subgrant recipients must comply with the requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-34, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- c. Limited English Proficiency (LEP): In accordance with the U.S. Department of Justice (DOJ) Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency. See Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (June 18, 2002). Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. For more information, please see the website at <u>http://www.lep.gov</u>.
- d. Equal Treatment for Faith-Based Organizations: Subgrant recipients must comply with the applicable requirements of 28 C.F.R. Part 38, the DOJ regulation governing "Equal Treatment for Faith-Based Organizations" ("the Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that direct financial assistance from DOJ may not be used for inherently religious activities, such as prayer; participation in Alcoholics Anonymous, Narcotics Anonymous, or other Twelve-Step programs; worship; religious instruction; or proselytization. If subrecipients engage in inherently religious

activities, such activities must be separate in time or place from the programs or services funded with direct financial assistance from DOJ, and participation in such activities by beneficiaries must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by direct financial assistance by DOJ shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

- e. No Retaliation: As a recipient or subrecipient of federal financial assistance, and in accordance with federal civil rights laws, PFC, Inc. shall not retaliate against individuals for taking action or participating in action to secure rights protected by federal civil rights laws.
- f. Equal Employment Opportunity Plan: PFC, Inc. will file a certification with the Florida Department of Law Enforcement (FDLE) and OCR attesting to its status as a nonprofit organization. The certification form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.
- g. Findings of Discrimination: In the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against PFC, Inc. as a recipient or subrecipient of federal financial assistance, PFC, Inc. will forward a copy of the finding to FDLE and OCR.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement individually or by signature of their duly authorized representative as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV Chairman

ATTEST: PAM CHLDERS CLERK OF THE CIRCUIT COURT

Deputy Clerk

(SEAL)

ATTEST:

PATHWAYS FOR CHANGE, INC., a Florida not for profit corporation

President

Corporate Secretary

(Corporate Seal)

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





BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11100	County Administrator's Report 11. 9.	
BCC Regular M	eeting Budget & Finance Consent	
Meeting Date:	10/06/2016	
Issue:	MOA Between Escambia County and Santa Rosa County Sheriff's Office	
From:	Chip Simmons, Assistant County Administrator	
Organization: CAO Approval:	Corrections	

RECOMMENDATION:

Recommendation Concerning the New Memorandum of Agreement between Escambia County and the Santa Rosa County Sheriff's Office - Chip W. Simmons, Assistant County Administrator

That the Board approve and authorize the Chairman to sign the Memorandum of Agreement between Escambia County and Santa Rosa County Sheriff's Office for Temporary Housing of Inmates, replacing the original Agreement and subsequent Amendment thereof that was initially approved by the Board on August 21, 2014.

[Funding: Fund 501, Internal Services Fund, Cost Center 140836]

BACKGROUND:

On April 29, 2014, Escambia County experienced an unprecedented and unanticipated rainfall event, which flooded portions of Escambia County Jail and the Central Booking and Detention Facility, and on April 30, 2014, an explosion occurred in the Central Booking and Detention Facility resulting in the evacuation and relocation of all inmates housed in that facility. The agreement that was approved and signed following the aforementioned incident had a term of 12 months and was only renewable by an amendment thereof for a period not to exceed 2 additional years. Now that we are moving forward with the design and construction of a replacement facility, a new agreement was drafted to reflect a term of 2 years with 2 possible 1 year extensions. It is our hope that the term of this new agreement will correlate closely with the actual completion date of the replacement facility.

BUDGETARY IMPACT:

Funding: Fund 501, Internal Services Fund, Cost Center 140836

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, has reviewed and approved this agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Santa Rosa County MOA

MEMORANDUM OF AGREEMENT BETWEEN ESCAMBIA COUNTY AND THE SANTA ROSA COUNTY SHERIFF'S OFFICE FOR THE TEMPORARY HOUSING OF INMATES

This Memorandum of Agreement is made and entered into by and between Escambia County, a political subdivision of the State of Florida, acting through its Board of County Commissioners (hereinafter referred to as "County"), with an administrative address of 221 Palafox Place, Pensacola, Florida 32502, and the Santa Rosa County Sheriff's Office (hereinafter referred to as ("SRSO"), with an administrative address of 5755 East Milton Road, Milton, Florida 32572.

WITNESSETH:

WHEREAS, on April 29, 2014, Escambia County, Florida, experienced an unprecedented and unanticipated rainfall event, which flooded portions of the Escambia County Jail and the Central Booking and Detention Center (CBD), and on April 30, 2014, an explosion occurred in the CBD resulting in the evacuation and relocation of all inmates housed in the facility; and

WHEREAS, on or about August 21, 2014, the parties previously entered into a Memorandum of Agreement for the housing of female inmates at the Santa Rosa County Detention Center, which was subsequently amended on September 4, 2014; and

WHEREAS, the parties have agreed to revise certain terms relating to the temporary housing of inmates at the Santa Rosa County Detention Center; and

WHEREAS, as a result, the parties find it advantageous and appropriate to enter into a new memorandum of agreement for the purpose of establishing the terms whereby female inmates from Escambia County may be housed at the Santa Rosa County Detention Center.

NOW THEREFORE, for an in consideration of the mutual covenants contained herein and the mutual benefits and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Article I

1.1 <u>Recitals</u>. The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

1.2 <u>Purpose</u>. This Agreement is intended to establish the terms whereby female inmates from the Escambia County Jail may be housed at the Santa Rosa County Detention Center. This Agreement is intended to supersede in its entirety the prior Memorandum of Agreement entered into between Escambia County and the Sheriff of Santa Rosa County, Florida, dated August 21, 2014, as amended on September 4, 2014.

<u>Article II</u> <u>Term and Termination</u>

2.1 <u>Effective Date</u>. This Agreement shall commence upon the date last executed ("Effective Date").

2.2 <u>Term</u>. The term of this Agreement shall commence upon the Effective Date and remain in full force and effect for two (2) years unless earlier terminated as provided herein. Upon mutual agreement, the contract may be renewed for two additional one (1) year terms by providing written notice at least thirty (30) days prior to the expiration of the initial term of the Agreement.

2.3 <u>Termination</u>. This Agreement may be terminated by either party with or without cause upon providing thirty (30) days' prior written notice to the non-terminating party.

Article III Responsibilities of the Parties

3.1 Santa Rosa County Sheriff's Office:

3.1.1 SRSO shall provide secure custody, housing, subsistence, and care for female inmates from the Escambia County Jail at the Santa Rosa County Detention Center located at 5755 East Milton Road, Milton, Florida (hereinafter referred to as the "Facility") as specifically provided herein. The population affected by this Agreement shall be female inmates from Escambia County who are awaiting trial or have been sentenced and are awaiting designation and transport to another facility.

3.1.2 SRSO shall be responsible for the provision of perimeter security at the Facility at all times.

3.1.3 The Santa Rosa County Sheriff shall post the Prison Rape Elimination Act (PREA) brochure in each housing unit of the Facility. All Escambia County employees and health services personnel assigned to work at the Facility must complete PREA training and agree to comply with the requirements of the U.S. Department of Justice Prison Rape Elimination Act of 2003, now codified as 42 U.S.C.A. §§15601, et seq.

3.1.4 SRSO shall provide food service (3 meals a day), laundry service, sanitation, basic health services for non-emergency illnesses or injuries, regularly stocked bulk medical items, and basic hygiene items to Escambia County inmates on a daily basis ("Inmate Services").

3.1.5 SRSO retains the right to refuse Escambia County inmates requiring special or excessive medical care. Inmates of Santa Rosa County will be given first priority for housing in the Infirmary. If SRSO is unable to accommodate an inmate requiring special or excessive medical care then SRSO shall notify Escambia County and, unless otherwise agreed upon by the parties, SRSO shall transport the inmate to the Escambia County Jail where Escambia County shall assume custody of the inmate.

3.2 <u>Escambia County</u>:

3.2.1 Except as otherwise provided in paragraph 3.1.5 above, Escambia County shall be responsible for providing transportation for all Escambia County inmates housed at the Facility, including, but not limited to, transport for admittance to the Facility, all court proceedings, and outside medical care.

3.2.2 ECSO shall provide security staffing as required to supervise all Escambia County inmates housed at the Facility. Upon request, Escambia County may provide

additional security staffing for Escambia County inmates housed at the Facility as may be necessary to maintain the security of the Facility and the safety of the inmates ("Security Services"). ECSO shall deduct from the monthly invoice billed to Escambia County the amount of \$564.72 per day for each Escambia County deputy providing Security Services at the Facility.

3.2.3 Escambia County shall reimburse SRSO for the provision of Inmate Services at a per diem rate of \$58.00 per inmate ("Daily Rate") as provided in Section 3.3 below. The Daily Rate shall include all Inmate Services as provided in this Agreement and all related administrative costs.

3.2.4 Escambia County shall be responsible for the provision and cost of all dental care and mental healthcare services for Escambia County inmates housed at the Facility.

3.2.5 Escambia County shall be responsible for the provision and cost of any (outside) emergency or non-emergency medical care and all prescription medications, which shall be billed directly by the provider(s) on a fee for services basis.

3.2.6 Escambia County will provide suicide paper gowns or suicide smocks in the event they want suicidal inmates transported back to Escambia County in this manner.

3.3 <u>Method of Payment</u>:

3.3.1 SRSO shall submit invoices to Escambia County on a monthly basis. Invoices shall reflect the total Daily Rate due and owing with appropriate supporting documentation less any deductions for additional security staffing provided by Escambia County deputies. In the event, the total amount for Security Services provided by Escambia County deputies should exceed the total Daily Rate due to SRSO then SRSO shall remit the balance to Escambia County.

- 3.3.2 Escambia County shall remit payments to the following address: Santa Rosa County Sheriff's Office Attn: Fiscal P.O. Box 7129 Milton, Florida 32572
- 3.3.3 SRSO shall remit payments to the following address: Escambia County Attn: Clerk
 221 Palafox Place, Suite 140 Pensacola, FL 32502

3.3.4 All payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

<u>Article IV</u> <u>Miscellaneous Provisions</u>

4.1 <u>Rules and Regulations</u>. All services under this Agreement shall be provided in accordance with all applicable federal and state laws, rules and regulations, and the Florida Model Jail Standards rules and procedures. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Agreement.

4.2 <u>Liability</u>. Subject to any claim of sovereign immunity, each Party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.

4.3 <u>Records</u>. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The parties 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 parties 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, the parties agree 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 Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

IF EITHER PARTY 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-Angela Crawley 221 Palafox Place, Suite 420 Pensacola, Florida 32502 (850) 595-4947 adcrawle@co.escambia.fl.us SRSO-Julie Teichner 5755 East Milton Road Milton, Florida 32583 (850) 983-1260 jteichner@srso.net

4.4 <u>Assignment</u>. The Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Parties, without the prior written consent of the other party.

4.5 <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.

4.6 <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.

4.7 Interpretation.

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

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

4.8 <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.

4.9 <u>Further Documents</u>. The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provision of this Agreement.

4.10 <u>Notices</u>. All notices required to be given under this Agreement shall be in writing, and shall be sent by first class United States mail, unless some other form of notice is established by the County Administrator, to the respective parties as follows:

<u>Escambia County</u>: County Administrator Escambia County 221 Palafox Place, Suite 420 Pensacola, Florida 32502 Santa Rosa County Sheriff's Office: County Sheriff Santa Rosa County 5755 East Milton Road Milton, Florida 32572

4.11 Prior Agreements Superseded.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement, that are not contained in this document. Accordingly, no deviations from the terms and conditions hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

4.12 <u>Governing Law</u>. The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. The parties agree that any action relating to this

Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and therefore, each party to this Agreement hereby waives the right to any change of venue.

4.13 <u>No Waiver</u>. The failure of either party to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

IN WITNESS WHEREOF, the duly authorized representatives of the parties set their hands and seals this day and year first written above.

	Escambia County, Florida, Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.
ATTEST: Pam Childers Clerk of the Circuit Court	By: Grover C. Robinson, IV, Chairman
By: Deputy Clerk (Seal)	Date: BCC Approved:
Witness	Santa Rosa County Sheriff's Office By: O. Wendell Hall, Sheriff
Witness	Date:

Approved as to form and legal

sufficiency By/ Date



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11031	County Administrator's Report 11. 10.	
BCC Regular M	eeting Budget & Finance Consent	
Meeting Date:	10/06/2016	
Issue:	Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc.	
From:	Tonya Gant, Director	
Organization: CAO Approval:	Neighborhood & Human Svcs	

RECOMMENDATION:

Recommendation Concerning the Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc. - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc.:

A. Approve the Emergency Solutions Grant Agreement with Loaves and Fishes Soup Kitchen, Inc., detailing the use of \$88,801, to support shelter operations and essential services at the Loaves and Fishes facility located at 257 East Lee Street; and

B. Authorize the Chairman or Vice Chairman to execute the subject Agreement and all related documents to complete the project.

[Funding: Fund 110/Emergency Solutions Grant, Cost Center 370293]

BACKGROUND:

On August 4, 2016, the Board approved the Escambia Consortium 2016 Annual Plan (Exhibit I), which incorporated a total of \$148,002 in 2016 U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grant (ESG) funding with \$88,801 specifically designated to support operational costs for the Loaves and Fishes Soup Kitchen, Inc. (Loaves and Fishes) shelter at 257 E. Lee Street. This Agreement provides for the continuation of long standing support for Loaves and Fishes and details the requirements for implementation of the 2016 ESG in conformity with the governing requirements of the McKinney Homeless Assistance Act.

The 2016/17 Agreement (Exhibit II) in the amount of \$88,801 will encompass the next fiscal year. Funds will be used to support eligible Emergency Shelter costs, including shelter operations and essential service costs. 100% match of grant funding as required

by HUD will be provided by Loaves and Fishes.

BUDGETARY IMPACT:

The \$88,801 in 2016 ESG funding has been incorporated in the County's FY 2016 budget in Fund 110, Cost Center 370293.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No impact related to County personnel associated with this Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

A formal ESG Agreement is required to provide funding to sponsoring agencies and such Agreements must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Implementation will be handled by the Neighborhood Enterprise Division (NED) in coordination with Loaves and Fishes. NED will monitor the Agreement and required reports as required by HUD.

Attachments

Ex I-BCC ESG Approval Ex II-L&F Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-30. <u>Approval of Various Consent Agenda Items</u> Continued
 - 13. Dropping the recommendation 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 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 Projectrelated documents as required to implement the Project.
 - Taking the following action concerning the Escambia Consortium 2016 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370226, 370227, and 370228; Fund 147/HOME, Cost Center 370268; and Fund 110/ESG, Cost Center 370293):
 - A. Approving the Escambia Consortium 2016 Annual Action Plan for Housing and Community Development, detailing the use of 2016 Community Development Block Grant (CDBG) funds, in the amount of \$1,600,170; 2016 HOME Investment Partnerships Program (HOME) funds, in the amount of \$920,660; and 2016 Emergency Solutions Grant Program (ESG) funds, in the amount of \$148,002; and
 - B. Authorizing the County Administrator to execute all Escambia Consortium 2016 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2016 CDBG, 2016 HOME, and 2016 ESG Programs.

PUBLIC NOTICE ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2016/2017 Annual Housing and Community Development Plan for the period October 1, 2016 - September 30, 2017. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2016/2017 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varving capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2016 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola Housing Office 420 West Chase Street Pensacola, Florida (Closed on Fridays) Escambia County Neighborhood Enterprise Division Suite 200 221 Palafox Place Pensacola, Florida

Housing Programs Office Santa Rosa County Public Services Complex 6051 Old Bagdad Highway Milton, Florida

ESCAMBIA CONSORTIUM, FLORIDA ANNUAL ACTION PLAN SUMMARY (October 1, 2016 - September 30, 2017)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of **\$3,368,090** which is detailed as follows.

ESCAMBIA COUNTY 2016-2017 EMERGENCY SOLUTIONS GRANT (ESG) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

EMERGENCY SHELTER/OPERATIONS

Provides funding to partially support operational costs of the Loaves and Fishes Soup Kitchen, Inc. Homeless Center and Emergency Shelter for families. (257 East Lee Street, Pensacola, Florida)

RAPID RE-HOUSING & HOMELESS PREVENTION

Provides funding, based on Continuum of Care priorities, for: (1) Rapid Re-housing for individuals/families with incomes below 30% of median; and (2) homelessness prevention for individuals/ families with incomes below 30% of median.

HOMELESS MANAGEMENT INFORMATION SYSYTEM (HMIS)

Costs related to the administration of the HMIS database by the EscaRosa Coaliton on the Homeless, including software and licensing costs and other eligible costs as outlined by 24 CFR 576.107.

ADMINISTRATION

Administrative Cost (7.5%): \$3663 to EscaRosa Coalition on the Homeless Project Management and/or HMIS and \$7437 to Escambia County Indirect Cost.

TOTAL 2016 ESG FUNDS PROJECTED

\$ 88,801

\$ 33.101

\$ 15.000

\$11,100

\$148,002

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EMERGENCY SOLUTIONS GRANT AGREEMENT (Loaves and Fishes Soup Kitchen, Inc.)

THIS AGREEMENT, is executed on this the <u>6th</u> day of <u>October</u>, 2016, by and between LOAVES AND FISHES SOUP KITCHEN, INC., a Florida non-profit corporation, hereinafter referred to as "Loaves and Fishes"; and ESCAMBIA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County"; for the sole purpose of providing Emergency Solutions Grant Program ("ESGP") and affordable housing funds to partially support operating costs of the Loaves and Fishes Homeless Center.

WITNESSETH

WHEREAS, the pressing issue of homelessness is of paramount interest to the community, and

WHEREAS, the County has been designated to receive formula funding under the U. S. Department of Housing and Urban Development's Emergency Solutions Grant Program (CFDA # 14.231), hereinafter referred to as "ESGP," and

WHEREAS, the County desires to commit said funds to programs or agencies directly impacting upon the homeless dilemma, especially with regard to homeless families, and

WHEREAS, Loaves and Fishes has a history of assistance to the less fortunate, and

WHEREAS, Loaves and Fishes operates a homeless center on a continuous basis for the less fortunate.

NOW THEREFORE, the parties to this Agreement consent to the following provisions as designated herein:

ARTICLE I

Supervision

1. Parties hereto agree that the Neighborhood Enterprise Division of the Escambia County Neighborhood & Human Services Department, hereinafter referred to as "NED", will oversee implementation of this Agreement. For liaison purposes, the designated contact for each party is:

County:	Meredith Reeves Neighborhood Enterprise Division 221 Palafox Place, Suite 200 Pensacola, Florida 32502 Phone: (850) 595-0022 E-Mail: mareeves@myescambia.com
Loaves and Fishes:	Rick Humphreys Loaves and Fishes Soup Kitchen, Inc.

P.O. Box 1303 Pensacola, Florida 32596 Phone: (850) 438-7616

ARTICLE II

Funding

2. The County agrees to provide a maximum of **Eighty Eight Thousand Four Hundred Twenty Seven Dollars and No Cents (**\$88,801.00) in Emergency Solutions Grant Program funds specifically for use in reimbursing Loaves and Fishes for salary and operating support, supplies/equipment, transportation and utility costs associated with the homeless facility located at 257 East Lee Street in Pensacola, Florida as detailed in **EXHIBIT A** of this Agreement. All assistance provided by the County in support of this Agreement shall conform to the provisions of 24 CFR Part 576, including specifically Part 576.102, and Loaves and Fishes shall agree to also comply with the provisions of same where required.

2.1 Financial support for this Agreement is solely available to the County from the HUD Emergency Solutions Grant Program ("ESGP"), Grant #E-16-UC-12-0022. The County will make every effort to begin providing funds to Loaves and Fishes on or before October 6, 2016, or within thirty (30) days of the execution of this Agreement, whichever occurs first, subject only to release of ESGP funds to the County by the U. S. Department of Housing and Urban Development.

ARTICLE III

Term of Agreement

3. This Agreement shall commence on the <u>1st</u> day of <u>October</u>, 2016, and terminate on <u>September 30, 2017</u>, except as otherwise provided herein.

3.1 If Loaves and Fishes should fail to perform the duties as defined herein, the County may terminate this contract with written ten (10) day notification. Further, should Federal ESGP funding for this project cease to be made available to the County, this Agreement shall be terminated immediately without penalty to the County and written notice shall be issued to Loaves and Fishes indicating such cancellation. The County shall not reimburse, nor be obligated to provide support to Loaves and Fishes for any expenses in excess of the total ESGP funding provided to the County by the U. S. Department of Housing and Urban Development.

3.2 Notwithstanding any provision above, County reserves unto itself the right to terminate this Agreement immediately, if in its sole determination, Loaves and Fishes has failed to provide the services required by this Agreement in a satisfactory manner, or if Loaves and Fishes violates any applicable law, rule or regulation.

ARTICLE IV

Utilization of Funds

4. Loaves and Fishes shall provide to NED individual/itemized cost estimates, invoices, or receipts for all items procured and costs expended to fully document each item to be reimbursed with ESGP or County Affordable Housing funds under this Agreement. Prior to expenditure of any funds by the County, Loaves and Fishes shall provide documentation to NED clearly detailing costs, which are eligible for reimbursement through this Agreement. The County shall, upon recommendation by NED, reimburse Loaves and Fishes for those salary and/or operating costs identified in **EXHIBIT A** in the amount of the vendor invoice or other acceptable documentation presented to NED by Loaves and Fishes. Failure to comply with the above requirements shall cause the County to terminate this Agreement in accordance with Sections 3.1 and/or 3.2 and suspend any pending payments.

ARTICLE V

Distribution of Funds

5. Within fifteen (15) days after presentation of appropriate documentation of those reimbursable salary and/or operating costs as identified in **EXHIBIT A** of this Agreement and as required in Section 4 of this Agreement, the County shall reimburse the invoice amount to Loaves and Fishes to the extent that the aggregate payments do not exceed the maximum contract amount specified in Article 2 of this Agreement. The final decision regarding acceptability of documentation and issuance of payments shall rest with NED in consultation with the Finance Division of the Escambia County Clerk of the Circuit Court's Office.

ARTICLE VI

Matching Funds

6. Loaves and Fishes guarantees the availability of at least <u>\$88,801</u> in non-federal local matching funds to support staffing and other costs associated with the operation of the homeless center located at 257 East Lee Street in Pensacola, Florida. Failure to provide such matching funds shall automatically void this Agreement, and shall subject Loaves and Fishes to repayment of any ESGP funds dispersed by the County under this Agreement. Said matching funds shall be expended concurrently with the expenditure of ESGP funds. The documentation of the matching funds shall provide the County documentation of the budget and expenditure of such funds through its audited financial statements and/or other forms of source documentation deemed acceptable to the County.

ARTICLE VII

Obligation for Continued Use

7. In return for the assistance and support provided through this Agreement, Loaves and Fishes shall ensure the continuing operation of the homeless facility described in Section 11 of this Agreement to meet the needs of homeless persons, especially homeless families, within Escambia County, Florida, for a period of at least five (5) years from the date of

execution of this Agreement. Continuing availability of and access to the facility by the homeless is a primary requirement of this Agreement. Failure to make such use of the property will be deemed a terminable event at the option of the County.

7.1 Should, at any time during this five (5) year period, Loaves and Fishes cease to operate the facility or elect to dispose of any equipment items procured with ESGP funds, the County shall be immediately notified in writing of this decision. In this event, subject to negotiations between Loaves and Fishes, the County, and the U. S. Department of Housing and Urban Development, and subject to compliance with applicable laws and regulations, Loaves and Fishes may be required to repay all or part of the ESGP funds previously expended under this Agreement upon its failure to comply with this provision.

ARTICLE VIII

Cooperation and Expedience

8. All parties shall cooperate to provide for implementation of this Agreement in the most expedient manner possible.

ARTICLE IX

Fair and Equal Access

9. Loaves and Fishes shall provide access to the facility and services to all people in need regardless of sex, race, color, national origin, religious preference, familial status, handicap, disability, or marital status. All services shall be provided on a non-discriminatory basis at all times. Failure to comply with this provision shall be basis for termination of this Agreement by the County in accordance with Section 3 of this Agreement.

ARTICLE X

Secular Use

10. Loaves and Fishes Soup Kitchen, Inc., is an incorporated, non-profit corporation organized under the laws of the State of Florida with IRS 501(c)(3) status and functions primarily as a social service organization with specific emphasis upon assisting the homeless and the less fortunate. Loaves and Fishes shall not operate as a church or other religious entity.

ARTICLE XI

Homeless Services and Assistance to Homeless Persons

11. Loaves and Fishes operates a homeless center (facility) located at 257 East Lee Street in Pensacola, Florida. The facility has capacity for temporarily housing up to a minimum of nine (9) families through availability of a minimum of nine (9) efficiency units. Dining and "community" space is provided in a central common area within the facility. Additionally, the congregate dining area in the facility has the capacity to serve a minimum of 150 homeless

individuals, including both the residents and homeless individuals in the community. The facility is centrally located and accessible to the homeless population. Additionally, Loaves and Fishes provides an array of counseling, social and supportive services for homeless clients through its Center and related activities.

11.1 Homeless individuals and families must be given assistance by Loaves and Fishes in obtaining:

- (a) Appropriate supportive services, including permanent housing, medical health treatment, mental health treatment, counseling supervision, and other services essential for achieving independent living; and
- (b) Other Federal, State, local, and private assistance available for such individuals.

ARTICLE XII

Limitations Concerning Liability

12. Loaves and Fishes is an independent entity and is not a part of Escambia County, a political subdivision of the State of Florida. Further, this Agreement is not intended to create an employer/employee, partnership or joint venture relationship between the County or Loaves and Fishes and its respective directors, officers, employees or agents. Loaves and Fishes agrees to indemnify and save harmless the County and their respective Commissioners, agents, directors, and employees from all claims, suits, judgments, costs, or damages associated with this contract or services provided at the homeless shelter. The indemnification provided above shall obligate Loaves and Fishes to defend at its own expense or to provide for such a defense, at County's option, any and all claims of liability in suits and actions of every name and description that may be brought against the County. The execution of this Agreement by Loaves and Fishes shall constitute compliance with the foregoing provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth below.

12.1 Loaves and Fishes shall continually maintain the following minimum levels of insurance during the term of this Agreement: Comprehensive General Liability insurance in an amount of at least \$300,000 per occurrence, Automobile insurance coverage for all owned, non-owned, and hired automobiles, including employee non-ownership use, and Workers' Compensation coverage for all workers' compensation obligations whether legally required or not, with coverage of at least \$100,000 each person-accident, \$100,000 each person-disease, \$500,000 aggregate-disease.

ARTICLE XIII

Records Maintenance Requirements

13. The County and Loaves and Fishes agree to maintain records specifically related to this project in such a manner as to assure proper accountability and documentation. The method of maintaining such records and the acceptability thereof shall be in the sole discretion of the County.

13.1 Loaves and Fishes shall maintain project specific records and accounts that shall at all times be subject to inspection, review and/or audit for a period of <u>five (5)</u> years following the termination of this Agreement, unless said records are the subject of audit or litigation, in which case such records are to be maintained indefinitely pending completion of said audit or litigation. Access to such records shall be provided to the County, the U. S. Department of Housing and Urban Development, and/or other duly authorized parties upon request.

ARTICLE XIV

Client Reporting

14. Loaves and Fishes shall provide a monthly report to NED denoting the number of people served at the homeless facility or other relevant information as the County may require in a fashion mutually acceptable to the County and Loaves and Fishes for the duration of this Agreement. Loaves and Fishes may use the report provided in Exhibit B or substitute a similar report.

14.1 It is mandatory that Loaves and Fishes actively and continually participate in data collection and reporting requirements of the Homeless Management Information system (HMIS) as administered by EscaRosa Coalition on the Homeless, Inc. Such reporting shall at all times be in compliance with HMIS reporting requirements and shall include all HUD mandated data elements.

ARTICLE XV

<u>Nepotism</u>

15. Loaves and Fishes agree to abide by the provisions of Section 112.3135, Florida Statutes, hereby incorporated by reference, pertaining to nepotism in its performance under this Agreement.

ARTICLE XVI

Program Income

16. ESGP (HUD Grant) funds provided hereunder shall be in the form of a grant and no program income will result from the project.

ARTICLE XVII

Uniform Requirements

17. Loaves and Fishes shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR §570.502 and shall comply with the requirements of 2 CFR Part 200. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB

Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in Exhibit B.

ARTICLE XVIII Public Records

18. 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. Recipient 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. Recipient 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, Recipient 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 Recipient 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 Recipient seven days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract. In such case, the Recipient shall not be entitled to receive any further payment.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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 XIX General Provisions

19. Loaves and Fishes agree that the contents of **EXHIBITS A and B** are part and parcel of this Agreement and hold the same legal authority as the Agreement. Further, Loaves and Fishes agrees:

19.1 To abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, and which is incorporated by reference herein;

19.2 To permit and facilitate such audits and reviews as may be required by HUD, the Escambia County Comptroller's Office, designated independent auditing firm(s), or their authorized representatives as may be directed in relation to this Agreement;

19.3 To produce all documents upon request by the County, HUD, or the authorized representatives of each;

19.4 Loaves and Fishes functions primarily as a social service organization with specific emphasis upon assisting the homeless and less fortunate, and Loaves and Fishes intends to maintain such function for the duration of this Agreement.

ARTICLE XX

Understanding of Terms

20. 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 all parties, except as provided under Article III Sections 3.1 and 3.2 above. 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.

20.1 This Agreement is executed in Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

20.2 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with governing law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

20.3 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.

20.4 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties at the address identified in this Agreement under Article I, above.

20.5 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: Grover C. Robinson, IV, Chairman
Grover C. Robinson, IV, Chairman
BCC Approved: October 6, 2016
_ BCC Approved: October 6, 2016
LOAVES AND FISHES SOUP KITCHEN, INC., a not for profit corporation organize under the laws of the State of Florida
By: Rick Humphreys, Executive Director
Rick Humphreys, Executive Director
Approved as to form and le
Kalinallad
By/Title:
- 1 cepto-
knowledged before me this day of a phreys, Executive Director of Loaves and Fishes
ation, who did not take an oath and who
nse as identification.
as identification.
Signature of Notary Public

Name of Notary Printed My Commission Expires: _____ Commission Number: _____

EXHIBIT A

ESGP Proposed Budget

2016-2017

Item Category	Contract Amount
Utility Costs (electricity,water,	32,017.00
gas,sewer,garbage, phone) Transportation Costs (gas,oil,vehicle/maintenance, vehicle insurance)	5,500.00
Facility Insurance Coverage (liability, property)	9,416.00
Salaries	31,800.00
Audit (Required for Grant)	0.00
Miscellaneous Items (food, kitchen supplies, cleaning supplies, shelter maintenance, personal care supplies, etc.)	10,068.00
Total Budget	88,801.00

EXHIBIT B

MONTHLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION

FROM: _____

PROJECT: _<u>ESG</u>_____ CONTRACT # _____

REPORT PERIOD ______ TO _____ DATE SUBMITTED _____

I. PROGRESS REPORT

A. DESCRIBE IN <u>DETAIL</u> WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

II. FINANO	CIAL REPORT	CONTRACT AMOUNT	<u>\$</u>	88,801.00
Expenditur	res:	Month of		_, 20
ITEM	COST			
	Total expenditures this period	\$		
	Remaining contract amount	\$		
	Balance end of this reporting period	\$		
Comments	5			
I certify,	that to the best of my knowledge, the	e data reported is correct.		
Autho	rized Signature			

Date

Position

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

EXHIBIT C LISTING OF STANDARD CONTRACT PROVISIONS

Conditions & Certifications Required by HUD for Contracts Funded by CDBG or ESG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

- <u>Program Income 24 CFR 570.503(b)3 and 24 CFR 504</u> The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.
- <u>Conditions for Religious Organizations 24 CFR 570.200(j)</u> In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:
 - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

• Reversion of Assets 24 CFR 570.503(b)8

- Upon the discontinuation of funding this program with CDBG, the Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control that was acquired or improved in whole or in part in excess of Twenty-Five Thousand Dollars (\$25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.
- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 CFR 570.611) reads in substance as follows:
 - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG or ESGP funds and (2) who exercises of has exercised any functions or responsibilities with respect to CDBG or ESGP activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto,

or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

• Conflict of interest provisions found in 24 CFR 84.42, 24 CFR 85.36, 24 CFR 570.611, and additionally:

No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 CFR Part 1, as related to non-discrimination in federally-assisted programs.
- Public Law 90-284 referring to the Fair Housing Act (42 USC 3601-20), as amended, and implementing regulations.
- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.
- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR 570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.
- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 24 CFR 570.614 requires compliance with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and with the Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225).
- The lead based paint requirements of 24 CFR Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.
- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 CFR 2424.
- The Agency shall comply with the policies, guidelines and requirements of 2 CFR 200. 2 CFR 200 consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars
 - A-87

- A-110
- A-122
- A-133

Section 3

- The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:
- The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- The contractor will include the Section 3 clause set forth in 24 CFR 135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The contractor will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 CFR 570.607).
- Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.
- Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code:
 - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with 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 federal appropriated funds have been paid or will be paid to any
 person for influencing or attempting to influence an officer or employee of any agency, a
 member of Congress, an officer or employee of Congress, or an employee of a member
 of Congress in connection with this federal contract, grant, loan or cooperative
 agreement, the contractor shall complete Standard Form-LLL, "Disclosure Form to Report
 Lobbying," in accordance with its instructions.
- The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—As required by 24 CFR 570.603, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be

required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 11/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the
 performance of experimental, developmental, or research work shall provide for the rights of
 the Federal Government and the recipient in any resulting invention in accordance with 37
 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business
 Firms Under Government Grants, Contracts and Cooperative Agreements," and any
 implementing regulations issued by HUD.
- Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- Drug-Free Workplace Act of 1998 (41 USC 701 et seq.) The Agency shall not receive a
 federal grant unless it agrees to provide a drug-free workplace by publishing a statement
 notifying employees that the unlawful manufacture, distribution, dispensation, possession, or
 use of a controlled substance is prohibited in the workplace and specifying actions that will be
 taken against employees for violations or the prohibition and establishing a drug-free
 awareness program for employees.
- Resource Conservation and Recovery Act (42 USC 6962); 24 CFR 84.16 Non-profit
 organizations that receive direct Federal awards or other Federal funds shall give preference
 in their procurement programs funded with Federal funds to the purchase of recycled products
 pursuant to the EPA guidelines.
- Financial management systems: Agency's financial management systems must comply with the standards set forth in 24 CFR 84.21.
- Use of real property (24 CFR 570.505) The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years.

Any change of use of real property requires consultation with the County, and may involve reimbursing the County for any funds expended for the acquisition or improvement.

- Disposition of equipment (24 CFR 570.502(b)(3)(iv)) Proceeds of the sale of equipment originally acquired with CDBG funds shall be counted as program income. If such equipment is not sold and is no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment after compensating the County.
- Procurement and Competitive Processes (24 CFR 84.43-48) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.
- Records retention requirements (24 CFR 570.502(b)(3)(ix)) Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the County's annual performance and evaluation report to US HUD (24 CFR 91.520).

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Loaves and Fishes Soup Kitchen, Inc will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: Loaves and Fishes Soup Kitchen, Inc. Date: October 1, 2016

Grant Program Name: EMERGENCY SHELTER GRANT PROGRAM

Grant Number: E-16-UC-12-0021

Loaves and Fishes Soup Kitchen, Inc. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: 257 East Lee Street

Pensacola, Florida 32503

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: <u>Three (3)</u>

SIGNED:_____

Certifying Officer

<u>ANTI-LOBBYING</u> CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Date:_____

Certifying Official

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____

Project Name: <u>ESGP: Shelter (2016)</u>

Name: Rick Humphreys

Title: Executive Director

Firm/Agency: Loaves and Fishes Soup Kitchen, Inc.

Street Address: 257 East Lee Street Pensacola, FI 32503

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570 & 2 CFR PART 200

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CFR Part 570 (http://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl) as promulgated by the U.S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit Organizations) and 2 CFR Part 200 (http://www.ecfr.gov/cgi-bin/textdx?tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl). I/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting Escambia County's CDBG Program representative. lf the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U.S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

LOAVES AND FISHES SOUP KITCHEN, INC.

By:_____

Date:_____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11035	County Administrator's Report 11. 11.	
BCC Regular M	eeting Budget & Finance Consent	
Meeting Date:	10/06/2016	
Issue:	2016/17 Fair Housing Services Agreement with Escambia-Pensacola Human Relations Commission	
From:	Tonya Gant, Director	
Organization: CAO Approval:	Neighborhood & Human Svcs	

RECOMMENDATION:

Recommendation Concerning the 2016/2017 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the 2016/2017 Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission:

A. Approve the Fair Housing Services Agreement with the Escambia-Pensacola Human Relations Commission (HRC), in the amount of \$18,500, for the 2016/2017 Fiscal Year; and

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

[Funding: Fund 129/CDBG, Cost Center 370226]

BACKGROUND:

The County's Fair Housing Ordinance provides for fair and equal access to housing for all persons, and the Ordinance is administered and enforced by the Escambia-Pensacola Human Relations Commission (HRC) under the Community Development Block Grant (CDBG) funded Agreement. HRC activities are supportive of the Federal Fair Housing law and the State of Florida Fair Housing Act, both of which are directly applicable to all jurisdictions within the State. The funding aids in providing support for fair housing activities undertaken by the HRC, including partial agency staffing support.

The County and City of Pensacola have utilized HRC for fair housing related education and enforcement services since passage of the County and City Fair Housing Ordinances in the mid-1980's. HRC staff provides assistance to citizens regarding housing related questions which may include discrimination allegations, eviction issues, and housing conditions.

The Board approved the 2016/17 Escambia Consortium Annual Action Plan on August 4, 2016, which included funding for this Agreement in the amount of \$18,500 for the period October 1, 2016 through September 30, 2017 (Exhibit I). The Agreement (Exhibit II) is renewed annually subject to availability of CDBG funding.

BUDGETARY IMPACT:

The \$18,500 in CDBG Program funding is budgeted in Fund 129/CDBG, Cost Center 370226.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

Staffing is provided by the HRC through this Agreement. There is no impact on County staffing as a result of continuation of this Agreement.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG Agreements are required for sponsoring agencies, which must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Implementation will be handled by the Neighborhood Enterprise Division (NED) in coordination with the HRC.

Attachments

Ex I-BCC HUD Plan Approval Ex II-Fair Housing Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES – Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-30. <u>Approval of Various Consent Agenda Items</u> Continued
 - 13. Dropping the recommendation 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 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 Projectrelated documents as required to implement the Project.
 - 14. Taking the following action concerning the Escambia Consortium 2016 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370226, 370227, and 370228; Fund 147/HOME, Cost Center 370268; and Fund 110/ESG, Cost Center 370293):
 - A. Approving the Escambia Consortium 2016 Annual Action Plan for Housing and Community Development, detailing the use of 2016 Community Development Block Grant (CDBG) funds, in the amount of \$1,600,170; 2016 HOME Investment Partnerships Program (HOME) funds, in the amount of \$920,660; and 2016 Emergency Solutions Grant Program (ESG) funds, in the amount of \$148,002; and
 - B. Authorizing the County Administrator to execute all Escambia Consortium 2016 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2016 CDBG, 2016 HOME, and 2016 ESG Programs.

PUBLIC NOTICE ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2016/2017 Annual Housing and Community Development Plan for the period October 1, 2016 - September 30, 2017. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2016/2017 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2016 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola Housing Office 420 West Chase Street Pensacola, Florida (Closed on Fridays)

Escambia County Neighborhood Enterprise Division Suite 200 221 Palafox Place Pensacola, Florida

Housing Programs Office Santa Rosa County Public Services Complex 6051 Old Bagdad Highway Milton, Florida

ESCAMBIA CONSORTIUM. FLORIDA **ANNUAL ACTION PLAN SUMMARY** (October 1, 2016 - September 30, 2017)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of \$3,368,090 which is detailed as follows.

ESCAMBIA COUNTY 2016/2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

Housing Rehabilitation Program (General)

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating costs. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

FUNDING: \$417,636*

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

\$10,000). (Unincorporated Escambia County)

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is

Escambia County Community Redevelopment Agency

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. Funds may be used to assist with environmental enforcement officer hours in Century or to provide direct assistance for demolition/clearance for income eligible property owners.

PUBLIC FACILITIES AND IMPROVEMENTS:

County Facility Handicapped Accessibility Improvement Project

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Enhancement Program

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhoodbased initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington as well as County's Enterprise Zone. (Low and Moderate Income Neighborhoods)

CRA Neighborhood Improvement Project Enhancements

\$400,000 Funds to provide enhancements in conjunction with other community redevelopment and housing projects located

\$15,500

\$75.000

\$250,000

\$284,034

\$17,500

\$ 18,500

\$47.000

\$45,000

\$25,000

within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

Funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification, and enhancement activities carried out in locally designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas.

TOTAL 2016 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$1,600,170 ======

\$ 5000

FAIR HOUSING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this **6th** day of **October 2016**, by and between the County of Escambia, hereinafter referred to as the "County," and the **Escambia-Pensacola Human Relations Commission**, hereinafter referred to as the "Recipient."

WITNESSETH

WHEREAS, the County has been awarded a Community Development Block Grant (CFDA 14.218), which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the administration of a portion of said grant;

WHEREAS, the County hereby engages the services of the Recipient to administer and implement a portion of the Community Development Block Grant for administration of the County's Fair Housing Ordinance;

NOW THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division of the Escambia County Neighborhood & Human Services Department.

ARTICLE II Scope of Services

2. The Recipient agrees to administer and enforce the County's Fair Housing Ordinance for equal access and equal opportunity in housing and investigate all claims of housing discrimination in unincorporated Escambia County by providing operational expenses as generally described in <u>Attachment 1</u>, attached hereto and made a part thereof.

ARTICLE III Funding

3. The County agrees to pay the Recipient an amount not to exceed **\$18,500.00** solely from available Community Development Block Grant funds.

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in <u>Attachment 2</u>, attached hereto and made a part thereof;

3.3 Funds may be transferred from line item to line item within the line items specified in <u>Attachment 2</u> only with prior written approval of the County and no expenditure shall exceed the maximum indebtedness of this contract.

ARTICLE IV Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress, and financial statement showing in <u>Attachment 1</u>;

4.1 The Recipient shall use the report form that has been approved by the County as described in <u>Attachment 3</u>, attached hereto and made a part thereof;

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County;

4.3 This report is due on the 10th day of each subsequent month;

4.4 The Recipient shall provide the County with additional program information as needed.

ARTICLE V Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County, in operating the aforementioned service. The Recipient shall indemnify, defend and hold the County harmless from all claims, suits, judgments or damages arising from the operating of the services required by this contract during the course to the extent allowable under the law.

ARTICLE VI Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October 2016**, and shall terminate on the **30th day of September 2017**, unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of the termination only.

ARTICLE VII Accountability

7. The Recipient agrees to maintain such property, personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of six (6) years following the termination of this contract by both the County and the United States Department of Housing and Urban Development or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII General Provisions

8. The Recipient accepts these funds so appropriated in accordance with the terms of this contract.

8.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

8.2 To consent to such audits by United States Department of Housing and Urban Development and the County Auditors Offices as the Council Auditor may require;

8.3 To produce all documents required upon request by the County and the United States Department of Housing and Urban Development;

8.4 To provide the County with the audit of the program as carried out for the Escambia County Community Development Grant Program by an independent certified public accountant.

ARTICLE IX Nepotism

9. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this contract, which statute is hereby referred to and incorporated by reference herein.

ARTICLE X Civil Rights

10. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

10.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

10.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE XI Housing and Urban Development Act of 1968 Section Three Clause

11. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in <u>Attachment 4</u>, attached hereto and made a part thereof.

ARTICLE XII Equal Employment Opportunity

12. The Recipient agrees to abide by the Equal Employment Opportunity Clause for Contracts Subject to Executive Order #11246, as described in <u>Attachment 4</u>, attached hereto and made a part thereof.

ARTICLE XIII Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR §570.502 and shall comply with the requirements of 2 CFR Part 200. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in <u>Attachment 4</u>.

ARTICLE XIV Procurement

14. The Recipient shall be required to adhere to the following procurement requirements on their purchase of materials, supplies and equipment:

Any purchase or aggregate purchase of \$5,000 OR more will require a formal bid procedure (advertising and sealed bids).

ARTICLE XV Public Records.

15. 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. Recipient 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. Recipient 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, Recipient 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 Recipient 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 Recipient seven days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract. In such case, the Recipient shall not be entitled to receive any further payment.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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

IN WITNESS WHEREOF, the parties hereto duly executed this agreement the date and year first shown above written.

Signature page to follow

Remainder of page intentionally left blank

ESCAMBIA COUNTY, a political Subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers Clerk of the Circuit Court

By:___

Grover C. Robinson, IV, Chairman

By:_____ Deputy Clerk

BCC Approved: October 6, 2016

RECIPIENT: Escambia-Pensacola Human Relations Commission

Print Name:

By:___

Sylvia Tisdale, Chairman

Approved as to form and legal

sufficiency

Bv/Title

Date: 4

Print Name:

STATE OF FLORIDA COUNTY OF ESCAMBIA

Witnessed:

The foregoing instrument was acknowledged before this _____day of _____, 2016 by ______, Chairman of the Board of Escambia-Pensacola Human Relations Commission, who did not take an oath and who:

_____ is/are personally known to me. _____ produced current Florida driver's license as identification. _____ produced current _____as identification.

Signature of Notary Public

Name of Notary Printed

My Commission Expires: _____ Commission Number: _____

ATTACHMENT 1

I. SCOPE OF SERVICES

The Pensacola-Escambia Human Relations Commission (HRC) will administer Section 58, Article IV of the Code of Ordinances of Escambia County. The Pensacola-Escambia Human Relations Commission will exercise those duties and powers as prescribed by the Code of Ordinances.

The County will provide **<u>\$18,500.00</u>** of CDBG Funds for the administration of its Fair Housing Ordinance. The CDBG funds must directly be spent on administrative expenses and program activities associated with the Fair Housing Ordinance and public education regarding same.

The Pensacola-Escambia Human Relations Commission will also be required to provide, at a minimum, the following:

- 1. Public awareness brochures and programs/workshops designed to promote and inform the community regarding the Fair Housing Ordinance, equal access and equal opportunity in Housing within Escambia County.
- 2. Semi-annual reports to County Commission concerning the status of housing discrimination in the County and the enforcement of the provisions of this ordinance along with recommendations concerning methods by which to reduce such discrimination.
- 3. Monthly reports to the County concerning each housing discrimination claim categorized by race and gender.
- 4. General assistance with preparation of the new Assessment of Fair Housing (AFH) under the 24 CFR Part 5 Affirmatively Further Fair Housing rule.

II. SPECIAL REQUIREMENTS

The Recipient shall include in all advertisements and/or promotions a statement that whole or partial funding of the project is supplied by Escambia County's Community Development Block Grant or wording to that effect.

III. <u>RECIPIENT INFORMATION</u>

CONTACT PERSON: Rebecca Hale - (850) 437-0510 2257 North Baylen St., Pensacola, FL 32501

IV. MONTHLY REPORTS

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the report period.

- C. A copy of all canceled checks and bank statements during that previous report period must be attached to the monthly report to verify payment of earlier invoices and billings in order for this office to reimburse the agency for eligible project or program costs.
- D. The monthly report is due on the final working day of each month.
- E. Monthly reports not submitted shall give cause for further payments to the recipient being withheld.

ATTACHMENT 2

The Recipient shall adhere to the following line items in performing the services required under this contract.

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION FISCAL YEAR 2016 - 2017 BUDGET

Salary*	\$ 18,000.00
Annual Audit	<u>500.00</u> \$ 18,500.00

*Note: Salary costs are for services provided by the following positions:

Executive Director - up to 25% of time spent. Fair Housing Specialist - up to 50% of time spent.

The Executive Director will designate the staff person who will perform as the Fair Housing Specialist.

I. BUDGET REVISION

The Recipient will be allowed to shift up to 15% of the total contract amount the above line items without official Board approval. Any such revisions must be documented in <u>writing</u> to Neighborhood Enterprise Division (NED). Any revision exceeding the 15% level will require approval by the Board of County Commissioners.

II. AUDIT REQUIREMENTS

The Recipient shall provide the County with an audit report showing the financial affairs of the Recipient during the period of the contract.

III. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any line item not included in the budget will be an ineligible expenditure.

IV. PROJECT EVALUATION, MONITORING AND REVIEW

- A. This program can be monitored during the period of the contract. The Recipient shall provide any reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.
- B. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; sub-section 6.1.

PAYMENT REQUEST FORM

PROJECT:	FAIR HOUSING SERVICES AGREEMENT		
CONTRACT YR:	2016/17		
REQUEST NUMBER:			
CONTRACT AMOUNT:	\$18,500		
Date Payment Request Submitted			
Date Payment Desired			
1. Total funds you have received thus far		\$	
2. Actual disbursements made thus far		\$	
3. Total funds remaining budget		\$	
4. Funds required		\$	
5. Funds requested but not yet received		\$	
6. Total funds to be received from this request		\$	

I certify that the report data above is correct and the amount of this payment request is not in excess of the current needs and is required for reimbursement of payment previously made for eligible activities.

Authorized Signature

Position

Comments

MONTHLY STATUS REPORT

REPORT # _____

TO:	ESCAMBIA COUNTY, NEIGHBORHOOD ENTERPRISE DIVISION
FROM:	ESCAMBIA PENSACOLA HUMAN RELATIONS COMMISSION
DATE:	
PROJECT:	FAIR HOUSING SERVICES AGREEMENT
CONTRACT YR:	2016/17

I. PROGRESS REPORT

A. DESCRIBE IN <u>DETAIL</u> WHAT TYPES OF ASSISTANCE HAVE BEEN GIVEN AND THE BREAKDOWN OF SUCH ASSISTANCE BY HOUSEHOLD CATEGORY (CLIENT CHARACTERISTIC FORM). If this information is submitted at the time of client approval please do not resubmit the data in this report. A summarization will be acceptable.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD. LIST CHECK NUMBER, VENDOR, EMPLOYEE AND FOR WHAT ITEM. USE SEPARATE SHEET IF NECESSARY.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITES THAT WILL TAKE PLACE DURING THE NEXT REPORTING PERIOD.

II. FINANCIAL REPORT

FINANCIAL REPORT

PROJECT:	FAIR HOUSING SERVIC	ES AGREEMENT
CONTRACT YR:	2016/17	
MONTH:		
CONTRACT AMOUNT:	\$18,500	
EXPENDITURES:		
ITEM		COST
<u></u>		<u></u>
Total expend	litures this period	\$
		Ŷ
Remaining contract amount		\$
Delenes and	of this reporting period	¢
Balance end	of this reporting period	\$
Comments		

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

Authorized Signature

Position

Date

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

LISTING OF STANDARD CONTRACT PROVISIONS

Conditions & Certifications Required by HUD for Contracts Funded by CDBG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

- <u>Program Income 24 CFR 570.503(b)3 and 24 CFR 504</u> The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.
- <u>Conditions for Religious Organizations 24 CFR 570.200(j)</u> In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:
 - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

• Reversion of Assets 24 CFR 570.503(b)8

- Upon the discontinuation of funding this program with CDBG, the Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control that was acquired or improved in whole or in part in excess of Twenty-Five Thousand Dollars (\$25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.
- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 CFR 570.611) reads in substance as follows:
 - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG or ESGP funds and (2) who exercises of has exercised any functions or responsibilities with respect to CDBG or ESGP activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto,

or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

• Conflict of interest provisions found in 24 CFR 84.42, 24 CFR 85.36, 24 CFR 570.611, and additionally:

No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 CFR Part 1, as related to non-discrimination in federally-assisted programs.
- Public Law 90-284 referring to the Fair Housing Act (42 USC 3601-20), as amended, and implementing regulations.
- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.
- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR 570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.
- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 24 CFR 570.614 requires compliance with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and with the Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225).
- The lead based paint requirements of 24 CFR Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.
- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 CFR 2424.
- The Agency shall comply with the policies, guidelines and requirements of 2 CFR 200. 2 CFR 200 consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars
 - A-87

- A-110
- A-122
- A-133

Section 3

- The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:
- The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- The contractor will include the Section 3 clause set forth in 24 CFR 135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The contractor will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 CFR 570.607).
- Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.
- Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code:
 - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with 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 federal appropriated funds have been paid or will be paid to any
 person for influencing or attempting to influence an officer or employee of any agency, a
 member of Congress, an officer or employee of Congress, or an employee of a member
 of Congress in connection with this federal contract, grant, loan or cooperative agreement,
 the contractor shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying,"
 in accordance with its instructions.
- The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—As required by 24 CFR 570.603, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be

required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 11/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.
- Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- Drug-Free Workplace Act of 1998 (41 USC 701 et seq.) The Agency shall not receive a
 federal grant unless it agrees to provide a drug-free workplace by publishing a statement
 notifying employees that the unlawful manufacture, distribution, dispensation, possession, or
 use of a controlled substance is prohibited in the workplace and specifying actions that will be
 taken against employees for violations or the prohibition and establishing a drug-free
 awareness program for employees.
- Resource Conservation and Recovery Act (42 USC 6962); 24 CFR 84.16 Non-profit
 organizations that receive direct Federal awards or other Federal funds shall give preference
 in their procurement programs funded with Federal funds to the purchase of recycled products
 pursuant to the EPA guidelines.
- Financial management systems: Agency's financial management systems must comply with the standards set forth in 24 CFR 84.21.
- Use of real property (24 CFR 570.505) The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years.

Any change of use of real property requires consultation with the County, and may involve reimbursing the County for any funds expended for the acquisition or improvement.

- Disposition of equipment (24 CFR 570.502(b)(3)(iv)) Proceeds of the sale of equipment originally acquired with CDBG funds shall be counted as program income. If such equipment is not sold and is no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment after compensating the County.
- Procurement and Competitive Processes (24 CFR 84.43-48) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.
- Records retention requirements (24 CFR 570.502(b)(3)(ix)) Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the County's annual performance and evaluation report to US HUD (24 CFR 91.520).

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Escambia-Pensacola Human Relations Commission will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-(1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: Escambia-Pensacola Human Relations Commission Date: October 1, 2015

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: <u>B-16-UC-12-0012</u>

Escambia-Pensacola Human Relations Commission shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS: 2257 North Baylen Street

Pensacola, FL 32501____

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: TWO (2)

SIGNED:

Certifying Officer

<u>ANTI-LOBBYING</u> CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:	
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Date:_____

Certifying Official

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____

Name: _____

Firm/Agency: Escambia-Pensacola Human Relations Commission

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570 & 2 CFR PART 200

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CFR Part 570 (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl) as promulgated by the U.S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit CFR 200 Organizations) and 2 Part (http://www.ecfr.gov/cgi-bin/textdx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). l/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting Escambia County's CDBG Program representative. If the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U.S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

Escambia-Pensacola Human Relations Commission

Ву:_____

Date:_____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11036	County Administrator's Report 11. 12.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	2016/17 Rural Elderly Assistance Program Agreement with Council on Aging of West Florida, Inc.
From:	Tonya Gant, Director
Organization: CAO Approval:	Neighborhood & Human Svcs

RECOMMENDATION:

Recommendation Concerning the 2016/2017 Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida - Tonya Gant, Neighborhood & Human Services Department Director

That the Board take the following action concerning the 2016/2017 Rural Elderly Assistance Program (REAP) Agreement with the Council on Aging of West Florida, Inc.:

A. Approve the Rural Elderly Assistance Program Agreement with the Council on Aging of West Florida, Inc., in the amount of \$47,000, for the 2016/2017 Fiscal Year; and

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

[Funding: Fund 129/CDBG, Cost Center 370228]

BACKGROUND:

The Board has consistently approved entering an annual Community Development Block Grant (CDBG) funded Agreement with the Council on Aging of West Florida, Inc. (COA) for the Rural Elderly Assistance Program (REAP) since 1990. The Board approved the 2016 Escambia Consortium Annual Plan on August 4, 2016, which includes funding for the REAP for the period October 1, 2016 through September 30, 2017 (Exhibit I). As a public service activity operated by COA, REAP provides varied social, recreational and supportive services to the elderly in the Cantonment, McDavid, Molino, Davisville, Byrneville, and Century communities. As in the past, funds support the costs for the Rural Services, such as food and transportation. Data is not yet available for the 2015/16 fiscal year, but data submitted to HUD for the 2014/15 contract indicates that 363 elderly citizens received services and assistance through this funding, of which 170 were female heads of households. The 2016/17 Agreement (Exhibit II) includes funding in the amount of \$47,000 as outlined in the Escambia Consortium Annual Plan.

BUDGETARY IMPACT:

The \$47,000 in CDBG funding is budgeted in Fund 129/CDBG, Cost Center 370228.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Assistant County Attorney.

PERSONNEL:

No County personnel are required for this program.

POLICY/REQUIREMENT FOR BOARD ACTION:

Formal CDBG Agreements are required for subrecipient agencies and must be approved by the Board.

IMPLEMENTATION/COORDINATION:

All implementation tasks will be handled by the Neighborhood Enterprise Division (NED) in coordination with COA. After Agreement execution, all Agreement compliance matters will be managed by NED including review of cost reimbursement requests and required project monitoring. All project costs are reviewed in detail for eligibility and reimbursed monthly through CDBG funding, based upon submission of expense documentation by COA.

Attachments

Ex I-BCC CDBG Approval excerpt Ex II-REAP Agreement

PUBLIC FORUM WORK SESSION AND REGULAR BCC MEETING MINUTES - Continued

COUNTY ADMINISTRATOR'S REPORT - Continued

- II. <u>BUDGET/FINANCE CONSENT AGENDA</u> Continued
- 1-30. <u>Approval of Various Consent Agenda Items</u> Continued
 - 13. Dropping the recommendation 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 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 Projectrelated documents as required to implement the Project.
 - 14. Taking the following action concerning the Escambia Consortium 2016 Annual Action Plan (Funding: Fund 129/CDBG, Cost Centers 370226, 370227, and 370228; Fund 147/HOME, Cost Center 370268; and Fund 110/ESG, Cost Center 370293):
 - A. Approving the Escambia Consortium 2016 Annual Action Plan for Housing and Community Development, detailing the use of 2016 Community Development Block Grant (CDBG) funds, in the amount of \$1,600,170; 2016 HOME Investment Partnerships Program (HOME) funds, in the amount of \$920,660; and 2016 Emergency Solutions Grant Program (ESG) funds, in the amount of \$148,002; and
 - B. Authorizing the County Administrator to execute all Escambia Consortium 2016 Annual Action Plan Forms, Certifications, and related documents, as required to submit the Plans to the United States Department of Housing and Urban Development, and authorize the County Administrator or Chairman, as appropriate, to execute documents required to receive and implement the 2016 CDBG, 2016 HOME, and 2016 ESG Programs.

PUBLIC NOTICE ESCAMBIA CONSORTIUM CONSOLIDATED PLAN SUMMARY

The Escambia Consortium, comprised of Escambia County, the City of Pensacola, Santa Rosa County, and Milton, Florida, have drafted the 2016/2017 Annual Housing and Community Development Plan for the period October 1, 2016 - September 30, 2017. The draft Annual Plan denotes key agencies and individuals participating in the planning process and identifies the Consortium's 2016/2017 Annual Action Plan for the utilization of Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME), Emergency Solutions Grant (ESG), Public Housing Grant Programs, and other HUD programs designed to address housing and community development needs. The major priorities include: rehabilitation of rental and homeowner occupied substandard housing units for families with incomes between 0-80% of the area median income; new construction, homebuyer assistance, and acquisition/rehabilitation activities in support of the provision of affordable housing for families with incomes primarily between 50-80% of median; expansion of below market rate and subsidized rental assistance for families with incomes between 0-50% of median through acquisition, rehabilitation and/or construction; support of activities leading to the development of housing for persons with special needs; supportive services addressing the special needs of the elderly, handicapped, and homeless or near homeless; redevelopment activities within designated areas of slum and blight; and targeted community development public facility and improvement priorities. Activities are generally available to assist eligible lower income persons in varying capacities and financial levels throughout the respective jurisdictions to the extent that such availability is not limited by Federal or State Regulations and/or financial resources. The draft 2016 Annual Action Plan is available for public review at the following Pensacola and Milton locations between the hours of 8:00 A.M. - 4:00 P.M., Monday through Friday.

City of Pensacola Housing Office 420 West Chase Street Pensacola, Florida (Closed on Fridays)

Escambia County Neighborhood Enterprise Division Suite 200 221 Palafox Place Pensacola, Florida

Housing Programs Office Santa Rosa County Public Services Complex 6051 Old Bagdad Highway Milton, Florida

ESCAMBIA CONSORTIUM. FLORIDA **ANNUAL ACTION PLAN SUMMARY** (October 1, 2016 - September 30, 2017)

This section of the Plan incorporates the Consortium's application to the U.S. Department of Housing and Urban Development for Program Year 2015 Community Development Block Grant (CDBG), HOME Investment Partnerships Act (HOME) and Emergency Solutions Grant (ESG) funding in the total amount of \$3,368,090 which is detailed as follows.

ESCAMBIA COUNTY 2016/2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROPOSED BUDGET AND ACTIVITIES DESCRIPTION

HOUSING REHABILITATION:

Housing Rehabilitation Program (General)

Provide assistance for low/moderate income families through Deferred Payment Grants/Deferred Payment Loans/Low Interest Loans, or a combination thereof, for the rehabilitation of 8-10 substandard homeowner occupied units, including lead based paint assessment and abatement, and other related program operating costs. Funds may also be used to provide for sanitary sewer connection assistance, energy improvements, weatherization and storm protection/mitigation improvements, and other applicable improvements. (Unincorporated Escambia County)

FUNDING: \$417,636*

*All program income from housing rehabilitation loans will be used to rehabilitate substandard homeowner occupied units for low and moderate income families located within unincorporated Escambia County (estimated program income is \$10,000). (Unincorporated Escambia County)

PROGRAM PLANNING, ADMINISTRATION AND FAIR HOUSING:

General Grant Administration/Management

Provides for oversight, management, coordination and monitoring of financial and programmatic administration of the CDBG Program and indirect costs.

Escambia County Community Redevelopment Agency

Provides support for planning and administrative staffing and operation of the Community Redevelopment Agency which targets designated areas of slum and blight within the County, as well as the County's Enterprise Zone.

Fair Housing

Support ongoing Community Development Block Grant Fair Housing initiatives in the community.

PUBLIC SERVICES:

Council on Aging of West Florida, Inc.

Funds support the Council on Aging's Rural Elderly Outreach Program which provides supportive services, including transportation, for approximately 450 rural elderly citizens in Cantonment, Century, Davisville and McDavid in Escambia County, Florida. (132 Mintz Lane, Cantonment)

Title Clearance

Funds will support legal services to clear title for 20-25 low or moderate income clients in order to remove barriers to their ability to improve or maintain their properties, by becoming eligible for traditional financing or County/City rehabilitation programs. Cases may include probate, quiet title, bankruptcy and tax disputes and will allow clients to gain and maintain ownership of their homes. Priority may be given to clients in County or City CRA areas.

Foreclosure Prevention Education and Counseling

Foreclosure prevention guidance, education and assistance in an effort to assist Escambia County residents avoid foreclosure and retain ownership of their homes. Individual counseling opportunities are provided to provide opportunities to review the individual's current situation and discuss options for assistance. (County Wide, including Pensacola and Century)

DEMOLITION/CLEARANCE

Demolition/Clearance of Unsafe Structures or Properties

Funds will be used to assist with the elimination of dilapidated, structurally unsound buildings and/or abandoned lots/properties in designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas and Century. Funds may be used to assist with environmental enforcement officer hours in Century or to provide direct assistance for demolition/clearance for income eligible property owners.

PUBLIC FACILITIES AND IMPROVEMENTS:

County Facility Handicapped Accessibility Improvement Project

Completion of Americans with Disabilities Act (ADA) required handicapped accessibility planning, design and improvements to Escambia County public buildings and facilities. (Countywide)

CRA/Neighborhood Enhancement Program

Funds provide staffing and support for targeted community redevelopment, reinvestment, and neighborhoodbased initiatives implemented specifically within designated areas of slum and blight in Escambia County, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington as well as County's Enterprise Zone. (Low and Moderate Income Neighborhoods)

CRA Neighborhood Improvement Project Enhancements

Funds to provide enhancements in conjunction with other community redevelopment and housing projects located

\$45,000

\$15,500

\$75.000

\$250,000

\$25,000

\$ 18,500

\$47.000

\$17,500

\$284,034

within eligible CDBG low and moderate income Community Redevelopment Areas (CRA) to include street rehabilitation/reconstruction; new or upgraded street lighting; sidewalk construction/ reconstruction; sanitary sewer and/or stormwater drainage improvements; and related infrastructure improvements, including those in support of housing development. Priority will be given to projects identified in the Redevelopment Plans for the County designated Community Redevelopment Areas: Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington. Funds, if any, remaining after completion of CRA priorities may be expended in other CDBG eligible neighborhoods.

Redevelopment Area Neighborhood Renewal Incentive/Initiative

Funds will be provided for small scale community based, volunteer projects targeting improvements to public right-of-way, neighborhood beautification, and enhancement activities carried out in locally designated areas of slum and blight, specifically the Atwood, Barrancas, Brownsville, Cantonment, Englewood, Ensley, Oakfield, Palafox & Warrington Community Redevelopment Areas.

TOTAL 2016 ESCAMBIA COUNTY CDBG FUNDS PROJECTED

\$1,600,170 ======

\$ 5000

RURAL ELDERLY ASSISTANCE PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into this <u>6th</u> day of <u>October</u>, 2016 by and between the COUNTY OF ESCAMBIA, a political subdivision of the State of Florida, hereinafter referred to as the "County", and the COUNCIL ON AGING OF WEST FLORIDA, INC., a not for profit corporation organized under the laws of the State of Florida", hereinafter referred to as the "Recipient", for the sole purpose of administering the Rural Elderly Assistance Program, hereinafter referred to as the "Project".

WITNESSETH

WHEREAS, the County has been awarded a Community Development Block Grant (CFDA 14.218), which provides for the development, establishment and administration of projects to meet the unmet needs of the citizens of the County of Escambia;

WHEREAS, said grant provides that the County may contract with non-profit community groups, to administer and implement the project set forth therein;

WHEREAS, it is in the best interest of the County to enter into a special contract with the Recipient for the implementation and operation of a portion of said grant;

WHEREAS, the County hereby engages the services of the Recipient to manage the Project within the service area defined herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants, the parties agree as follows:

ARTICLE I

Supervision

1. The Recipient agrees to perform the required services under the general coordination of the Neighborhood Enterprise Division (NED) of the Escambia County Neighborhood & Human Services Department. For contract coordination purposes the designated contract manager is Meredith Reeves, Division Manager, NED, 221 Palafox Place Suite 200, Pensacola, Florida 32502, (850) 595-0022 x3 or mareeves@myescambia.com

ARTICLE II

Scope of Services

2. The Recipient agrees to implement the Project in accordance with the provisions of <u>Attachment I</u> to provide transportation services for the elderly in the Cantonment, Century, Davisville, and McDavid areas, and provide for a Rural Services Director to expand and develop services for the rural elderly, and other identified Project staffing and support costs as may be required and mutually approved by the parties to this Agreement. The Project is approved in the **2016** Escambia Consortium Action Plan, as approved by the Board of County Commissioners on August 4, 2016.

ARTICLE III Funding

3. The County agrees to pay an amount not to exceed **<u>\$47,000</u>** solely from available Community Development Block Grant funds to be used for 1) Rural Services Outreach (identifying and assisting elderly citizens in the rural areas of Escambia County), 2) Case Management (performing comprehensive assessment of elderly citizens applying for services in order to match them with the appropriate agency and/or service which can meet their needs, and 3) Rural Services Coordinator (coordinating all Council on Aging activities in rural Escambia County; including senior centers in Century and Cantonment, emergency food distribution, special programs for disabled seniors, transportation, etc).

3.1 The County shall pay this amount over the period of this contract to the Recipient for services rendered herein;

3.2 The method of payment shall be according to the Payment Schedule, as described in <u>Attachment I</u> of this Agreement.

ARTICLE IV

Reporting

4. The Recipient shall provide the County with a monthly report of all activities, including a narrative summary of progress and a financial statement described in <u>Attachment II</u> of this Agreement.

4.1 The Recipient shall use the report form that has been approved by the County as described in <u>Attachment II</u> of this Agreement.

4.2 The report shall be due monthly and shall continue until all information concerning the project has been received by the County or its designated Agent.

4.3 This report is due on the 10th day of each subsequent month.

4.4 The Recipient shall provide the County or its designated Agent with additional information as needed.

ARTICLE V

Indemnification

5. The Recipient shall act as an independent contractor, and not as an employee of the County for its designated Agent, in operating the aforementioned service. The Recipient shall hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the performance of this agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance.

ARTICLE VI Contract Period and Termination

6. This Agreement shall be effective for the period beginning the **1st day of October, 2016** and shall terminate on **September 30, 2017** unless canceled sooner with or without cause, by either party giving thirty (30) days prior written notice of such cancellation;

6.1 Provided, that if the Recipient should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, then the County may terminate this contract instantly and shall reimburse payments that were expended up to the date of termination only. Said termination shall be in accordance with provisions of 24 CFR Part 85.43 and/or 85.44, as applicable.

ARTICLE VII

Accountability

7. The Recipient agrees to maintain personnel, financial and other records and accounts as are necessary to properly account for all funds expended in performance of this contract;

7.1 These records and accounts shall be subject at times to inspection, review, or audit for a period of five (5) years following the termination of this contract unless said records are the subject of audit or litigation wherein they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the United States Department of Housing and Urban Development, or their representatives; or the Recipient shall transfer these records and accounts to the custody of the County in order to insure their accountability for such a period.

ARTICLE VIII

<u>Nepotism</u>

8. The Recipient agrees to abide by the provisions of Section 112.3135, Florida Statutes, pertaining to nepotism in their performance, under this Agreement, which statute is hereby referred to and incorporated by reference herein.

ARTICLE IX Civil Rights and Anti-Discrimination

9. The Recipient agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this contract is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Recipient accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Recipient will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall

include but not be limited to the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

ARTICLE X

Housing and Urban Development Act of 1968 Section Three Clause

10. The Recipient agrees to abide by the Housing and Urban Development Act of 1968 Section Three Clause as described in <u>Attachment III</u> of this Agreement.

ARTICLE XI Equal Employment Opportunity

11. The Recipient agrees to abide Equal Opportunity Clause for Contracts Subject to Executive Order #11246 as described in <u>Attachment III</u> of this Agreement.

ARTICLE XII

Program Income

12. No Program income is anticipated to result from the activities encompassed in the Project, however in the event that generation of program income should occur at any time during the effective term of this Agreement the provisions set forth at 24 CFR 570.504(c) shall apply. Any program income generated by Project activities shall be documented by the Recipient and promptly returned to the County.

ARTICLE XIII

Uniform Administrative Requirements

13. The Recipient shall comply with applicable provisions of the uniform administrative requirements described in 24 CFR §570.502 and shall comply with the requirements of 2 CFR Part 200. Copies of pertinent provisions of 24 CFR Part 570 and governing OMB Circulars have been provided to the Recipient and Recipient has acknowledged receipt as evidenced in <u>Attachment III</u>.

ARTICLE XIV

Other Federally Related Requirements

14. The Recipient shall carry out all Project activities in compliance with all Federal Laws and Regulations described in Subpart K of 24 CFR §§570.600-.614 et seq., except that:

14.1 The Recipient does not assume the County's environmental responsibilities described at 24 CFR §570.604; and

14.2 The Recipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 570.52.

14.3 Pertinent provisions of Subpart K of 24 CFR §§570.600-.614 et seq., have been provided to the Recipient as noted in <u>Attachment III</u> of this Agreement.

ARTICLE XV Reversion of Assets

15. Upon expiration of this Agreement and corresponding cessation of the Project activities provided for hereunder, the Recipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Further, any real property under the Recipients control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must be:

- (i) Used to meet one of the national objectives in 24 CFR Part 570.901 until five years after the expiration of the agreement, or for such longer period of time as determined to be appropriate by the County; or
- (ii) Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-Community Development Block Grant funds for acquisition of, or improvement to the property. (Reimbursement is not required after the period of time specified in paragraph (i) of this section has expired.)

ARTICLE XVI

Procurement

16. The Recipient shall be required to adhere to the procurement standards provided at 2 CFR Part 200, as applicable, or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of 2 CFR Part 200. This shall apply to the purchase of materials, supplies, and equipment. The full text of 2 CFR Part 200 has been provided to the recipient as noted in <u>Attachment III</u> of this Agreement.

ARTICLE XVII

Public Records.

17. 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. Recipient 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. Recipient 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, Recipient 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 Recipient 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 Recipient seven days written notice, during which period the Recipient still fails to allow access to such documents, terminate the contract. In such case, the Recipient shall not be entitled to receive any further payment.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'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 XVIII

General Provisions

18. The Recipient accepts these funds so appropriated in accordance with the terms of this Agreement, and agrees that the contents of <u>Attachment I – III, and regulatory requirements cited</u> therein, are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Recipient agrees:

18.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

18.2 To consent to such audits by United States Department of Housing and Urban Development, the County Comptrollers' Office, or designated independent auditing firm(s) as may be required in relation to this Agreement.

18.3 To produce all documents required upon request by the County, the United States Department of Housing and Urban Development or their authorized representatives;

18.4 To provide the County (through its designated Agent) with the annual audit of the program as carried out for the Escambia County Community Development Block Grant Program by an independent Certified Public Account. Said audit shall comply with provisions of 24 CFR Part 200.

ARTICLE XIX

Understanding of Terms

19 This contract represents the entire and integrated agreement between the County and the Recipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This contract may be amended only by written instrument signed by both Recipient and County or in accordance with the provisions contained in this Contract document.

19.1 This contract is executed in the City of Pensacola, Escambia County, State of Florida, and shall be construed under the laws of the State of Florida, and the parties agree that any action relating to this contract shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this contract shall be governed by the laws of the State of Florida, both as to interpretation and performance.

19.2 It is understood and agreed by the parties that if any part, term, or provision of this contract is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

19.3 The clause headings appearing in this agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

19.4 All notices under this contract shall be in writing, and shall be sent by registered mail to the parties identified in this Agreement.

19.5 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

SIGNATURE PAGE TO FOLLOW

	ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS
ATTEST: Pam Childers Clerk of the Circuit Court By: Deputy Clerk	By: Grover C. Robinson, IV, Chairman BCC Approved: <u>October 6, 2016</u>
SEAL	
	COUNCIL ON AGING OF WEST FLORIDA, INC. A Florida Non-Profit Corporation
WITNESSED	By: John Clark, Executive Director
Print Name:	
Print Name:	Approved as to form and legal sufficiency.

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by John Clark, Executive Director of the Council of Aging of West Florida, Inc., a not for profit corporation, who did not take an oath and who:

____ is/are personally known to me.

____ produced current Florida driver's license as identification.

____ produced current ______as identification.

Signature of Notary Public

Name of Notary Printed My Commission Expires: _____ Commission Number: _____

I. <u>SCOPE OF SERVICES</u>

The Council on Aging of West Florida, Inc. will implement the Rural Elderly Assistance Program. The County will provide **\$47,000** in CDBG funds for the Project. The CDBG funds must directly be spent on operational expenses and program activities. The Council on Aging of West Florida, Inc. will also be required at a minimum to provide monthly reports to the County or its designated Agent of elderly served categorized by race and gender and type of service provided.

II. <u>RECIPIENT INFORMATION</u>

Council on Aging of West Florida, Inc. P. O. Box 17066 Pensacola, FL 32522-7066 (850) 432-1475 Contact:

Contact: John Clark, Executive Director

III. MONTHLY REPORTS

- A. A monthly report is due each month during the contract period and shall continue until all information concerning the project has been received by the County or designated Agent.
- B. The monthly report shall contain a narrative on the progress of the program and financial statement on expenditures during the reporting period.
- C. A copy of the payroll register and time sheets must be attached to the monthly report to verify payment for the County to reimburse the agency for eligible project costs.
- D. The monthly report is due prior to the 10th day of each month, unless alternative due dates are agreed to in writing for the mutual convenience of the parties to this Agreement.
- E. Monthly reports not submitted shall give cause for further payment to the recipient being withheld.

IV. BUDGET INFORMATION

The Recipient shall have a budget of **\$47,000.00** to cover the contract period of October 1, 2016 - September 30, 2017. Salary, fringe benefits, and project related local travel (private auto use) costs shall be reimbursable (costs for documented project related local travel shall be reimbursable at a rate not to exceed the current IRS approved rate) regarding Rural Services Outreach, Case Management, and Rural Services Coordinators while providing services to the elderly in the Cantonment, Century, Davisville, and McDavid areas.

V. AUDIT REQUIREMENTS

The Recipient shall provide the County (through its designated Agent) with an audit report showing the financial affairs of the Recipient during the period of the contract.

VI. PAYMENT SCHEDULE

The Recipient shall be paid according to line items established in the above budget. Documentation must be submitted to equal actual expenditures. Any item not included in the budget will be an ineligible expenditure, and will not be reimbursed.

VII. PROJECT EVALUATION, MONITORING AND REVIEW

- 1. This program will be monitored during the period of the contract. The Recipient shall provide reasonable information and/or materials including personnel records to the person monitoring the project to provide assurance that the contract is being adhered to in a legal manner.
- 2. The County reserves the right to evaluate and review this contract and its effectiveness. If found not to be effective, legal changes will be made to the contract or the contract may be terminated, according to Article VI; Sub-section 6.1.

MONTHLY STATUS REPORT

REPORT # _____

TO: ESCAMBIA COUNTY NEIGHBORHOOD ENTERPRISE DIVISION

FROM:		
PROJECT: <u>REAP</u>	CONT	RACT #
REPORT PERIOD	_TO	DATE SUBMITTED

I. PROGRESS REPORT

A. DESCRIBE IN <u>DETAIL</u> WHAT ACTIVITIES HAVE TAKEN PLACE DURING THE REPORT PERIOD.

B. GIVE A COMPLETE LISTING OF HOW AND WHERE THE FUNDS YOU RECEIVED WERE SPENT DURING THE REPORT PERIOD.

C. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

D. GIVE A GENERAL STATEMENT CONCERNING ACTIVITIES THAT WILL TAKE PLACE NEXT REPORT PERIOD.

ATTACHMENT II

II. FINANCIAL REPORT

CONTRACT AMOUNT

<u>\$ 47,000.00</u>

Expenditur	res:	Month of	, 20
ITEM	COST		
	Total expenditures this period	\$	_
	Remaining contract amount	\$	_
	Balance end of this reporting period	\$	_
0			
Comments	3		
I certify,	that to the best of my knowledge, the	data reported is correct.	
Autho	rized Signature		
	č		
Dat		Position	

Include all canceled checks/bank statements and paid receipts for verification of spending during the report period.

Conditions & Certifications Required by HUD for Contracts Funded by CDBG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

• Program Income 24 CFR 570.503(b)3 and 24 CFR 504

The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.

- <u>Conditions for Religious Organizations 24 CFR 570.200(j)</u> In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:
 - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
 - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.
- Reversion of Assets 24 CFR 570.503(b)8

Upon the discontinuation of funding this program with CDBG, the Agency shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Agency's control that was acquired or improved in whole or in part in excess of Twenty-Five Thousand Dollars (\$25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 CFR 570.611) reads in substance as follows:
 - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG or ESGP funds and (2) who exercises of has exercised any functions or responsibilities with respect to CDBG or ESGP activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

 Conflict of interest provisions found in 24 CFR 84.42, 24 CFR 85.36, 24 CFR 570.611, and additionally:

No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 CFR Part 1, as related to non-discrimination in federally-assisted programs.
- Public Law 90-284 referring to the Fair Housing Act (42 USC 3601-20), as amended, and implementing regulations.
- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.
- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR 570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.
- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 24 CFR 570.614 requires compliance with the Architectural Barriers Act of 1968 (42 USC 4151-4157) and with the Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225).
- The lead based paint requirements of 24 CFR Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.
- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 CFR 2424.
- The Agency shall comply with the policies, guidelines and requirements of 2 CFR 200. 2 CFR 200 consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars
 - A-87
 - A-110
 - A-122
 - A-133
- Section 3
 - The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:

- The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- The contractor will send to each labor organization or representative of workers with which he
 has a collective bargaining agreement or other contract or understanding, if any, a notice
 advising the said labor organization or workers' representative of his commitments under this
 Section 3 clause and shall post copies of the notice in conspicuous places available to
 employees and applicants for employment or training.
- The contractor will include the Section 3 clause set forth in 24 CFR 135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR 135. The contractor will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 CFR 570.607).
- Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.
- Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code:
 - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with 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 federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the contractor shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.
- Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)—All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.
- Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)—As required by 24 CFR 570.603, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333)—Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 11/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

- Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended—Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- Drug-Free Workplace Act of 1998 (41 USC 701 et seq.) The Agency shall not receive a federal grant unless it agrees to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken against employees for violations or the prohibition and establishing a drug-free awareness program for employees.
- Resource Conservation and Recovery Act (42 USC 6962); 24 CFR 84.16 Non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- Financial management systems: Agency's financial management systems must comply with the standards set forth in 24 CFR 84.21.
- Use of real property (24 CFR 570.505) The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years. Any change of use of real property requires consultation with the County, and may involve reimbursing the County for any funds expended for the acquisition or improvement.
- Disposition of equipment (24 CFR 570.502(b)(3)(iv)) Proceeds of the sale of equipment originally
 acquired with CDBG funds shall be counted as program income. If such equipment is not sold and is
 no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment
 after compensating the County.
- Procurement and Competitive Processes (24 CFR 84.43-48) All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.
- Records retention requirements (24 CFR 570.502(b)(3)(ix)) Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the County's annual performance and evaluation report to US HUD (24 CFR 91.520).

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

COUNCIL ON AGING OF WEST FLORIDA, INC. will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;
- (b) Establishing a drug-free awareness program to inform employees about-
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - (1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

- (e) Notifying HUD within 10 days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE

FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency: COUNCIL ON AGING OF WEST FLORIDA, INC. Date: October 1, 2016

Grant Program Name: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Grant Number: <u>B-16-UC-12-0012</u>

COUNCIL ON AGING OF WEST FLORIDA, INC. shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

ADDRESS <u>P. O. Box 17066</u> Pensacola, FL 32522-7066

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

ESTIMATED: _____

SIGNED:

Certifying Officer

ANTI-LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

____ Date:_____

Certifying Official

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:
Project Name:
Name:
Title:
Firm/Agency:
Street Address:

CERTIFICATION OF RECEIPT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM REGULATIONS CODIFIED AT 24 CFR PART 570 & 2 CFR PART 200

I/We hereby certify and affirm that Escambia County has provided this agency with a complete electronic copy of the current CDBG Regulations, 24 CFR Part (http://www.ecfr.gov/cgi-bin/text-570 idx?tpl=/ecfrbrowse/Title24/24cfr570 main 02.tpl) as promulgated by the U.S. Department of Housing and Urban Development. I/We have also received electronic copies of governing financial and grants management documents issued by the Federal Office of Management and Budget (OMB) that are applicable to the activities to be provided through this Agreement, specifically including Circular A-133 (Audits of States, Local Governments and Non Profit and 2 CFR Part 200 (http://www.ecfr.gov/cgi-bin/text-Organizations) dx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl). I/We have reviewed the Regulations and understand the requirements governing the CDBG financed activities under this Agreement. I/We also understand that clarification of any uncertainties regarding the application of these governing Regulations should be resolved by contacting Escambia County's CDBG Program representative. lf the issue or question cannot be resolved by the County's CDBG Representative, the issue will be submitted to the U.S. Department of Housing and Urban Development for review and/or resolution.

This certification is provided in lieu of including the entire text of the various CDBG and OMB regulatory documents in this Exhibit. I/We understand that additional electronic copies will be promptly provided upon written request directed to the County's CDBG Program Representative by this agency.

Council on Aging of West Florida, Inc.

By:_____

Date:_____



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11104	County Administrator's Report 11. 13.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Local Government Certification of Contribution Loan Form for Florida Housing Finance Corporation RFA 2016-109
From:	Tonya Gant, Director
Organization:	Neighborhood & Human Svcs
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Local Government Verification of Contribution Loan Forms for Florida Housing Finance Corporation RFA 2016-109 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the County Administrator to sign the Local Government Verification of Contribution Loan Forms committing \$37,500 for each of the following proposed developments applying for the Florida Housing Finance Corporation (FHFC) RFA 2016-109 SAIL with Tax Exempt Bonds and 4% Housing Credits:

- A. Abbington Oaks;
- B. Delphin Downs;
- C. Fairfield Commons;
- D. Meadowbrook Commons;
- E. Patricia Pointe; and
- F. The Place @ P Street.

[Funding: Fund 120/SHIP and/or Fund 124/Affordable Housing]

BACKGROUND:

Florida Housing Finance Corporation (FHFC) has opened its highly competitive Request For Applications (RFA) 2016-109 SAIL With Tax Exempt Bonds and 4% Housing Credit. Multiple developers are submitting applications to FHFC to develop the following proposed rental developments in Escambia County:

DEVELOPMENT NAME	LOCATION	DEVELOPER	# OF UNITS	TYPE	DISTRICT
Abbington Oaks	625 E Olive Road	REA Ventures Group	128	Family	3
Delphin Downs	1717 W Cervantes Street	Southport Development, Inc.	72	Family	3

Fairfield Commons	3130 W Fairfield Drive	Miller Valentine Group	120	Family	3
Meadowbrook Commons	5406 Lillian Highway	Banyan Development Group LLC	110	Family	2
Patricia Pointe	9701 Chemstrand Road	Royal American Development, Inc	106	Family	5
The Place at P Street	1201 North P Street	Southport Development	88	Family	3

An alphabetical summary of each development with property appraiser information, development details, site plan, and elevation is included as Exhibit I.

As a part of the tax credit application process, developers must secure a "Local Government Certification of Contribution Form" (Exhibit II) from each local government which secures a minimum contribution of \$37,500 in order to receive maximum points during the scoring process. Though the Board is authorizing the County Administrator to sign the form committing \$37,500 for each proposed development, there is no guarantee of any of the developments being selected for financing in Escambia County since the FHFC application processes utilizes a lottery system to determine awards. The applications are due to FHFC by October 6, 2016 and selection should be known by January 2017. Each development will undergo a rigorous underwriting process through FHFC.

FHFC mandates concrete construction, green features, income set asides, at least three resident program offerings (After School Programs, Literacy Training, Employment Assistance, or Family Support Coordinator for Family Developments and Literacy Training, Computer Training, Daily Activities, Resident Assurance Check-In Program, or Assistance with Housekeeping, Shopping or Laundry for Elderly Developments), and proximity to transit and community services. Additionally each development must set aside a portion of the Extremely Low Income (ELI) units for persons with a disabling condition. A copy of the complete RFA and related documents is available online at

http://www.floridahousing.org/Developers/MultiFamilyPrograms/Competitive/2016-109/ .

BUDGETARY IMPACT:

The statewide housing tax credit application process through Florida Housing Finance Corporation (FHFC) is extremely competitive, so there is no guarantee of any projects being funded in Escambia County. Fund 120/SHIP and/or Fund 124/Escambia Affordable Housing funds will only be provided in the event that a development is awarded the financing through FHFC during this particular housing tax credit application cycle. Funding commitments are only good through June 30, 2017. The most recent allocation year will be utilized at the time of the award and an Agreement will be brought to the Board to formally commit the funding.

LEGAL CONSIDERATIONS/SIGN-OFF:

Not applicable.

PERSONNEL:

Personnel not affected by this recommendation.

POLICY/REQUIREMENT FOR BOARD ACTION:

Commitment of funds requires Board approval.

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division will coordinate execution and return of the form to developers.

Attachments

Ex I-Application Summary Ex II-Local Govt Loan Form

NAME OF DEVELOPMENT:	Abbington Oaks			
PROPERTY ADDRESS:	625 E. Olive Road, Pensacola, FL 32514			
PARCEL REF NO:	2115302101001035			
TYPE OF DEVELOPMENT:	Elderly X Family Special Needs Homeless			
TYPE OF CONSTRUCTION:	X New 🗌 Rehabilit	ation 🗌 Acquisition/Rel	nabilitation	
TOTAL NUMBER OF UNITS:	128			
BR SIZES:	_32_ # 1 BR UNITS	_84_ # 2 BR UNITS	_12_# 3 BR UNITS	
INCOME SET ASIDES:	_13_# 40% AMI UNITS	_112_# 60% AMI UNITS	_3 # OTHER UNITS 22% AMI: All 1 BR	
PROPOSED RENTS:	\$300 - \$400	\$530 - \$700	\$110	
TOTAL DEVELOPMENT COST:	\$17,770,571	COST PER UNIT:	\$138,637	
SERVICES/AMENITIES TO BE		ing Trail, Gazebo with BB	Q grills, Fitness Center,	
OFFERED AT DEVELOPMENT:			munity Garden, Playground	
DEVELOPMENT TEAM INFO (NOT FOR PROFIT OR FOR PROFIT, OWNERSHIP STRUCTURE, LISTING OF OTHER PROPERTIES DEVELOPED):	see the organizational Developer: Rea Ventuliability corporation.	chart attached ires Group, LLC (90%), a (ofit limited partnership. Please Georgia for profit limited , a Florida for profit limited	
	committed to high qua housing. Based in Atl over 60 years of collect housing for families ar Texas and Tennessee. experience in both ner affordable housing con Accredited Profession Lists for detailed infor	tive experience in over 9 nd seniors located in Geo RVG principals and key a w construction and acqui mmunities. Two (2) RVG als. Please refer to the a mation on all developme	stainable and affordable ipals and key associates have ,000 units of affordable rgia, Florida, North Carolina, associates have substantial isition/rehab/preservation of team members are LEED ttached Developer Experience nt projects.	
PROPERTY MANAGEMENT TEAM INFO:	firm that has been in l sixty (60) combined ye Property Inspections, turnkey services. Since credit apartments, com	business since 1991. The ears of experience in Prop Conversions and experie e 1991 STM has managed ndos, conversions, single	vice property management principals of STM offer over perty and Asset Management, nce with full renovation and d conventional apartments, tax family rentals as well as HUD pled properties for both family	
DEVELOPMENT SUMMARY:	community to be loca County Housing Finan unit FEMA mobile hor 2016 seeking an expe property in recognitio	ce Authority. The proper ne site following Hurrical rienced affordable housing n of the acute affordable	onstruction apartment rcel owned by the Escambia rty was used as a temporary 50- ne Ivan. ECHFA issued a RFN in ng developer to develop the e housing shortage in Escambia hrough this RFN process.	

The community will consist of a 128-unit garden-style apartment community with a mix of 1-, 2-, and 3-Bedroom units. 100% of the units will serve residents making 60% or less of the Escambia County AMI. On-site amenities will include a community center with pool, community gathering area with wide-screen TV and catering kitchen, fully equipped fitness center, fully equipped business center, gazebo with BBQ grills, playground, community garden and walking trail. On-site resident services and community programs will be offered to residents at no charge. Please refer to the attached conceptual site plan.
The Applicant will make application to Florida Housing Finance Authority under RFA 2016-109 – SAIL Financing of Affordable MultiFamily Housing Developments to be used in conjunction with Tax-Exempt Bond Financing and Non-Competitive Housing Credits. ECHFA will be the issuer of the bonds. A summary Sources & Uses is attached.

Escambia County, Florida Request for Local Government Contribution (\$37,500) Florida Housing Finance Corporation RFA 2016-109: SAIL W/BOND and 4% HC

Please complete the above information, using additional sheets as necessary, and include a SITE PLAN and ELEVATION. Forward all forms to Meredith Reeves, 221 Palafox Place, Suite 200, Pensacola, FL 32502 or <u>mareeves@mvescambia.com</u> by <u>MONDAY</u>, <u>SEPTEMBER 19, 2016.</u>

Proposed developments will be presented at the October 6, 2016 Escambia County Board of County Commissioners meeting for approval for the Local Government Contribution.

Source: Escambia County Property Appraiser

Navigate Mode Account Reference							
General Information	Asses	sments					
Reference: 211S302101001035	Year	Land	Imprv	Total	<u>Cap Val</u>		
Account: 023695000	2016	\$165,015	\$0	\$165,015	\$165,015		
Owners: ESCAMBIA COUNTY HOUSING	2015	\$165,015	\$0	\$165,015	\$165,015		
FINANCE AUTHORITY Mail: 700 S PALAFOX ST STE 310	2014	\$165,015	\$0	\$165,015	\$165,015		
PENSACOLA, FL 32502		Disclaimer					
Situs: 625 OLIVE RD 32514							
Use Code: VACANT RESIDENTIAL	4	Amendmen	t 1/Portabi	lity Calcula	<u>itions</u>		
Taxing COUNTY MSTU Authority:							
Tax Inquiry: Open Tax Inquiry Window							
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector							
Sales Data		Certified Rol	I Exemption:	S			
Sale Date Book Page Value Type Official Records (New Window)	Legal	Description					
04/2004 5401 679 \$7,000 WD <u>View Instr</u>	ALL LC) TS 1 2 3 S/E	OF S1/2 OF	LOT 35 AND	N1/2		
04/2003 5111 155 \$66,600 WD <u>View Instr</u>		T 36 AND THA			35		
04/2003 5111 153 \$66,700 WD <u>View Instr</u>	LYING	S OF OLIVE F	-ERRY PASS	•			
04/2003 5111 151 \$266,700 WD <u>View Instr</u>							
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Extra None	Features					
Parcel Information Section Map Id: 21-1S-30-4 Approx. Acreage: 9.6500 Zoned: MDR HDMU Evacuation & Flood Information Open Report	85 85 80 ar 20	FAMILY LN	~	147.0 Z 147.0 Z 88 82 83 84 85 85 85 85 85 85 85 85 85 85	206.76		

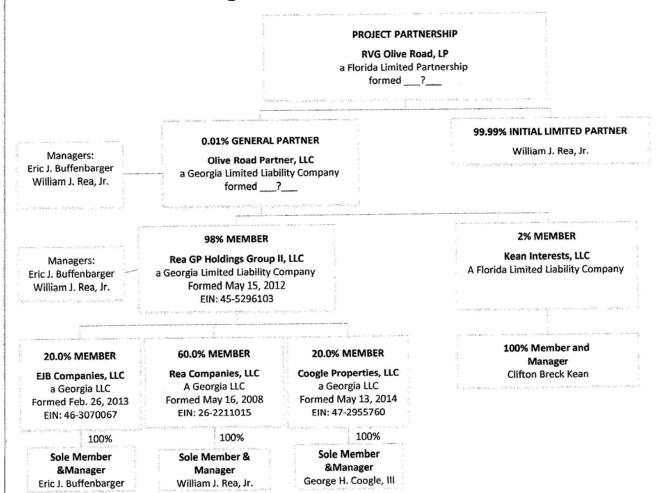
Buildings	
Images	

None

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

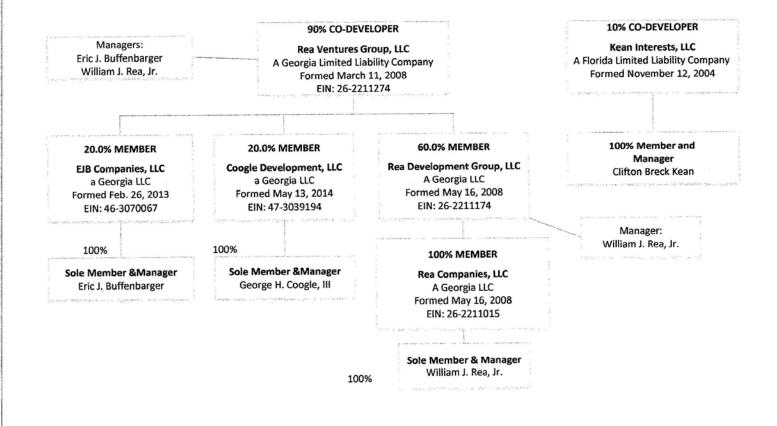
<u> Abbington Oaks – Pensacola, FL</u>

Organizational Structure–Owner/Partnership



Abbington Oaks - Pensacola, FL

Organizational Structure–Co-Developers



	Declast	Development Ex					er	
Address:	Rea Ventures Group, LLC	s in which William J. Rea, Jr.						-
	2964 Peachtree Road NW, S Atlanta, GA 30305	Suite 200	TOTAL NEW		REHAB UNI		3,671	
Telephone:	404-250-4093 Office 404-273-1892 Cell		TOTAL AFFOR				4,596	
Email:	404-273-1892 Cell billrea@reaventures.com							
r - 12	u de la companya de la companya de la companya de la companya de la companya de la companya de la companya de l	Inder Development: Affo	rdable Housing -	Family/M	orkforce	Communities		
	a de la composición de la composición de la composición de la composición de la composición de la composición d		New Const (NC) or		Number	Financing Source	в нтс	Year
Name of Dev	velopment	Location	Acq/Rehab (AR)	Туре	of Units	Equity		Complete
Texas	e e che d'allac	a at an a a				2 8 2 2 S	an da a	
	ommons of Whitewright	Whitewright, TX	NC NC	Family	48 56	9% 9%	USDA USDA	
	Il of Brownsboro sta of Henrietta	Brownsboro, TX Henrietta, TX	NC	Family Family	48	9%	USDA	
Abbington W		Emory, TX	NC	Family	56	9%	USDA	
Abbington Gl		Nash, TX	NC	Family	72	9%	USDA	
	inction of Pottsboro	Pottsboro, TX	NC	Family	56	9%	USDA	
Tennessee								
Cumberland	Landing	Cookville, TN	NC	Family	48	9%	Conv	
Georgia				F	100	001	A	
Oliver Place		Perry, GA	NC	Family	100	9%	Conv	
Haw Creek North Caroli	ina	Cumming, GA	NC	Family	48	9%	Conv	
	na rove of Wadesboro	Wadesboro, NC	NC	Family	48	9%	Conv	
	ardens of Winston-Salem	Winston-Salem, NC	NC	Family	40 96	9%	Conv	
	rossing of Wilson	Wilson, NC	NC	Family	80	9%	HUD (221(d)4)	
	g				756			
		Stabilized: A	ffordable Housing	- Family	Workford	e		
			New Const (NC) or		Number	Financing Source		
Name of Dev	velopment	Location	Acq/Rehab (AR)	Туре	of Units	Equity	Debt	Complete
Texas	andows of Hows	Howe, TX	NC	Family	64	9%	USDA	20
Playa del Pu	eadows of Howe	Midland, TX	NC	Family	96	9%	Conv	20
Georgia	ebio	Midiand, 1A	NC	ranny	90	370	COIN	20
Cox Creek		Ellijay, GA	AC	Family	25	4%	USDA/TEB	20
Forest Pointe	-	Butler, GA	AC	Family	25	4%	USDA/TEB	20
Forest Ridge		Waynesboro, GA	AC	Family	24	4%	USDA/TEB	20
Heritage Mar		Donalsonville, GA	AC	Family	32	4%	USDA/TEB	20
Heritage Oak		Cordele, GA	AC	Family	50	4%	USDA/TEB	20
Hidden Creel		Manchester, GA	AC	Family	49	4%	USDA/TEB	20
LaFayette Ga	arden	Lafayette, GA	AC	Family	20	4%	USDA/TEB	20
Meadow Wo		Sardis, GA	AC	Family	24	4%	USDA/TEB	20
Pigeon Bluff		Manchester, GA	AC	Family	18	4%	USDA/TEB	20
Pinebrook		Perry, GA	AC	Family	52	4%	USDA/TEB	2
Warm Spring	js	Warm Springs, GA	AC	Family	22 50	4% 4%	USDA/TEB USDA/TEB	2
Wildwood		Elberton, GA	AC AC	Family Family	30	4%	USDA/TEB	2
Woodland Te Goshen Cros		Waynesboro, GA Rincon, GA	NC	Family	60	4%	Conv	2
Abbington W		Brunswick, GA	NC	Family	56	9%	HOME	20
Fern Pointe		Toccoa, GA	NC	Family	48	9%	N/A	2
Goshen Cros	ssina	Rincon, GA	NC	Family	60	9%	N/A	2
Edenfield Pla		Millen, GA	AC	Family	48	9%	USDA	20
Pine Terrace		Wrightsville, GA	AR	Family	48	Exchange	USDA	20
Willow		Cordele, GA	AR	Family	31	Exchange	USDA	20
Ashton Court	t	LaGrange, GA	NC	Family	70	9%	HOME	20
Ashton Hills		Macon, GA	NC	Family	80	9%	HOME	2
Ashton Mead		Valdosta, GA	NC	Family	80	9%	HOME	20
Ashton Cove		Kingsland, GA	NC	Family	72	9%	HOME	20
Washington		Thomson, GA	NC	Family	42	9%	Conv	2
Ashton Cros		Moultrie, GA Valdosta, GA	NC NC	Family Family	64 88	9% 9%	HOME	20
Ashton Park Ashton Ridge		Rome, GA	NC	Family	88	9%	Conv	20
Ashton Point		Monroe, GA	NC	Family	106	9%	Conv	20
Ashton Land		Perry, GA	NC	Family	108	9%	Conv	19
Ashton Place		Hinesville, GA	NC	Family	48	9%	Conv	1
Knollwood M		Athens, GA	NC	Family	64	9%	Conv	19
Little Lots Cr		Statesboro, GA	NC	Family	72	9%	Conv	19
Ashton Pines	S	St. Marys, GA	NC	Family	70	9%	Conv	19
Hyde Park E		Valdosta, GA	NC	Family	134	9%	Conv	19
Merchants C		Dallas, GA	NC	Family	192	9%	Conv	11
Tan Yard Bra		Blairsville, GA	NC	Family	49	4%	USDA	1
North Carol Abbington O		Southport, NC	NC	Family	72	9%	USDA	2
Florida		De Funiak Springs, FL	AC	Family	24	9%	USDA	2
Woodridge Andrews Pla		De Funiak Springs, FL Panama City, FL	NC	Family	320	9% 4%	HUD (223(f))/TEB	2
Addison Pla		Panama City, FL Crestview, FL	NC	Family	320		JD (Risk Share)/TEB	20
		Mangonia, FL	NC	Family	288	4%	USDA	2
Hampton Co								

Name of Development	Location	New Const (NC) or Acq/Rehab (AR)	Туре	Number of Units 0 0	Financing Sources Equity	HTC Debt	Date Completed
Person (Sharin	Stabilized: Affo	ordable Housing - E	Iderly (A	ge Restric	ted)	na na na na na na na na na na na na na n	
Name of Development	Location	New Const (NC) or Acq/Rehab (AR)	Туре	Number of Units	Financing Sources Equity	HTC	Date Completed
Abbington Trail	Powder Springs, GA	NC	Elderly	60	9%	Conv	2016
Pepperton Villas	Jackson, GA	AC	Elderly	29	4%	USDA/TEB	2015
Fairfield Apts I & II	Vienna, GA	AC	Elderly	48	4%	USDA/TEB	2015
Crestview Manor	Royston, GA	AC	Elderly	25	4%	USDAITEB	2015
Brier Creek	Millen, GA	AC	Elderly	28	4%	USDA/TEB	2015
Pigeon Creek	Manchester, GA	AC	Elderiy	42	4%	USDA/TEB	2015
Tan Yard Branch II	Blairsville, GA	AC	Elderly	49	4%	USDA/TEB	2015
Shoal Creek Manor	Locust Grove, GA	NC	Elderly	66	9%	HOME/TCAP	2011
Woodvale I & II	Cordele, GA	AC	Elderly	86	Exchange	USDA	2011
Woodvale III	Cordele, GA	AC	Elderly	46	Exchange	USDA	2010
Woodward Apts	Vienna, GA	NC	Elderly	36	9%	HOME	1998
Oak Forest	Eastman, GA	NC	Elderly	41	4%	USDA	1993
Oak Terrace	Bonifay, FL	NC	Elderly	18	4%	USDA	1993
Country Haven	Milton, FL	NC	Elderly	43	4%	USDA	1989
			-	617			
Notes:							
HTC Equity: 9% = Competitive 9% HTC; 4	1% - Blow Market Eed Ein or	Bond 4% HTC - Exchange	e = Americ	an Recover	and Reinvestment Ac	of 2009 Grant	

Address:	Rea Ventures Group, Li	C								
Address.	2964 Peachtree Road N			TOTAL	NEW CON	STRUCTION	INTS =	2,311		
	Atlanta, GA 30305	, Outo 200			L ACQUISIT			2,522		
Telephone:	404-250-4093 Office			second and the second state of the second stat			ILY UNITS =	4,833		
	404-226-2591 Cell				AL DEVELO			\$ 457,072,000		
Email:	breckkean@reaventure	s.com								
	Constanting Caller, Caller Science (Color Sciences of									
			Under Developm	ent: Affordable H	lousing - F	amily/Wo	rkforce Communit	ies		
				New Const (NC) or		Number	Financing Sources	HTC	Total Project	Date
Name of Dev	elopment	Role	Location	Acq/Rehab (AR)	Type	of Units	Equity	Debt	Development Costs	Completed
									0	
						v			0	
			Stab	ilized: Affordable	Housing	- FamilyA	Norkforce			
아파니아				New Const (NC) or			Financing Sources	HTC	Total Project	Date
Name of Dev	elopment	Role	Location	Acq/Rehab (AR)	Type	of Units	Equity	Debt	Development Costs	Complete
a (1997) (d. 1997)					.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		-4-14			oompiere
Georgia										
Rosewood Es		PM	Cordele, GA	NC	Family	56	Exchange	CONV	\$ 10,237,000	20
Waterford Es		PM	Dublin, GA	NC	Family	56	Exchange	CONV	\$ 10,272,000	20
Whitehall Co		PM	Cleveland, GA	NC	Family	64	9%	CONV	\$ 8,740,000	20
Garden Cove		С	Huntsville, AL	AR	Family	199	9%	CONV	\$ 9,935,000	20
Indian Creek		GP	Atlanta, GA	AR	Family	604	4%	TEB	\$ 57,190,000	20
Willow Trace		GP	Atlanta, GA	AR	Family	414	4%	TEB	\$ 39,250,000	20
Richmond Hil		GP	Atlanta, GA	AR	Family	181	4%	TEB	\$ 17,960,000	20
Auburn Glenr	1	GP	Atlanta, GA	NC	Family	271	4% + historic credit	TEB	\$ 30,780,000	20
GE Lofts The Terraces		C	Atlanta, GA	AR	Family	201	4%	TEB	\$ 20,220,000	20
		GP GP	Atlanta, GA	AR	Family	172	4%	TEB	\$ 15,640,000	20
Whispering C Oak Hill	Jaks	GP	Brunswick, GA Athens, GA	NC NC	Family	72 220	9% 4%	CONV/HOME	\$ 6,970,000	20
Brandlewood		GP	Savannah, GA	NC	Family Family	324	4%	TEB	\$ 15,970,000 \$ 25,960,000	20
Crogman Sch	nol lafts	C	Atlanta, GA	AR	Family	105	4% + historic credit	TEB	\$ 25,960,000 \$ 10,160,000	20
Eagles Trace		GP	Columbus, GA	AR	Family	388	4% + filstone credit 4%	TEB	\$ 15,600,000	20 20
East Augusta		GP	Augusta, GA	AR	Family	150	4%	TEB	\$ 8,520,000	20
Towne West		GP	Atlanta, GA	AR	Family	108	4%	TEB	\$ 8,440,000	20
Florida		0.	, marina, err		(difility	100	470	120	• 0,440,000	20
Panama Com	mons	PM	Panama City, FL	NC	Family	92	Exchange	CONV	\$ 14,536,000	20
Lakes at San	Marcos	C	Tallahassee, FL	NC	Family	312	4%	TEB	\$ 25,770,000	200
						3,989			\$ 352,150,000	
			Under Devel	opment: Affordat	le Housin	g - Elderly	(Age Restricted)			·· · ;
		1	A CARLENS	New Const (NC) or			Financing Sources	HTC	Total Project	Date
Name of Dev	elopment	Role	Location	Acq/Rehab (AR)	Туре	of Units	Equity	Debt	Development Costs	Complete
Texas										
Liberty Manor	r	GP	Liberty Hill, TX	NC	Elderly	68 68	9%	USDA	\$ 11,450,000 \$ 11,450,000	UC
			Stabilize	d: Affordable H	ousing - E	Iderly (Aa	e Restricted)			
				New Const (NC) or			Financing Sources	HTC	Total Project	Date
Name of Dev	elopment	Role	Location	Acq/Rehab (AR)	Туре	of Units	Equity	Debt	Development Costs	Complete
								· · · · ·		
Texas										
Manor at Han		GP	Lampasas, TX	NC		58	9%	USDA	\$ 7,760,000	20
Las Brisas Ma	anor	PM	Del Rio, TX	NC		48	9%	HOME	\$ 6,800,000	20
Georgia		014		200			00/	LIQUE		
Shoal Creek I Highland Mar		PM PM	Locust Grove, GA Cumming, GA	NC NC		66 96	9% 9%	HOME	\$ 10,400,000 \$ 10,500,000	20
Galleria Man		PM	Atlanta, GA	NC		96 88	Exchange	CONV	\$ 10,500,000 \$ 13,917,000	20 20
Whitehall Ma		PM	Cleveland, GA	NC		48	9%	CONV	\$ 7,215,000	20
Adamsville Pl		GP	Atlanta, GA	NC		152	4%	TEB	\$ 14,800,000	20
	it Park Place South	GP	Atlanta, GA	NC		100	9%	CONV	\$ 14,800,000 \$ 9,020,000	20
Lindin Square		GP	Augusta, GA	NC		48	9%	HOME	\$ 4,320,000	20
South Caroli							- / •		,020,000	20
Manor York		PM	Rock Hill, SC	NC		72	9%	CONV	\$ 8,740,000	20
						776	070	0011	\$ 93,472,000	20

NC = New Construction; AR = Acquisition/Rehab Debt: Conv = Conventional; TEB = Tax Exempt Bonds; HUD = FHA Insured Mortgage; USDA; HOME

	ource and Applicat Abbington	unus	
	625 Olive Road,	la	
	128		
Total Units	128		
PERMANENT Sources of Funds			
		Amount	Per Unit
1st Mortgage		\$ 4,227,400	33,027
SAIL		\$ 6,000,000	46,875
SAIL-ELI		\$ 600,000	\$
NHTF		\$ 505,200	\$ 3,947
Federal Credit		\$ 5,123,091	\$ 40,024
County Contribution		\$ 37,500	\$ 293
Investment Earnings		\$ -	\$ -
Income during construction		\$ -	\$ -
Other 1		\$ -	\$ -
Other 2		\$ -	\$ -
Deferred Developers Fee	_	\$ 1,277,380	\$ 9,980
Total Sources of Funds		\$ 17,770,571	\$ 138,833
Application of Funds			
Construction Contract		\$ 12,304,362	\$ 96,128
Other Development Costs		\$ 2,817,782	\$ 22,014
Developer Fees		\$ 2,648,427	\$ 20,691
Building and Land Costs		\$ -	\$ -
Total Application of Funds		\$ 17,770,571	\$ 138,833

Escambia County HFA - 4% HTC-Bond Model 128 Units HUD d4 9-09-16

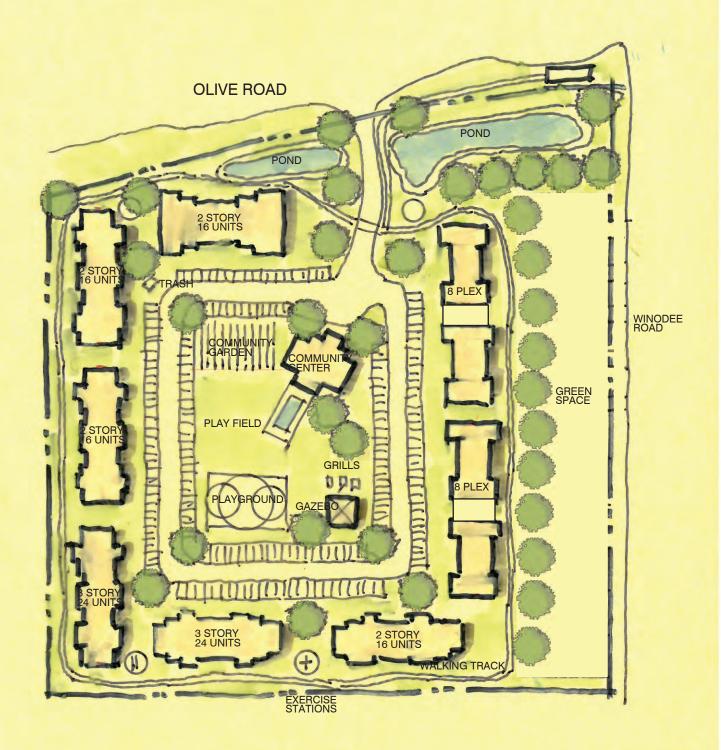
Escambia County HFA - 4% HTC-Bond Model 128 Units HUD d4 9-09-16

100	Applicable Fraction	100.00%	Applicable Fraction
117,600.00	Affordabel Sq. Ft.	128	Affordable Units
117,600.0	Total Sq. Ft.	128	Total Units
	CTION CALCULATOR	PPLICABLE FRACTION	AF

	Mkt	60%	50%	40%	22%	Set-aside	REA
128	0	112	0	13	ω	No.	TAL SUMM
100.00%	0.00%	87.50%	0.00%	10.16%	2.34%	Percentage	IARY
		4 br	3 br	2 br	1 br	Un	٦
						Unit type	
2	1					it type Number	Unit S
236 total bedrooms	128	0	12	84			Unit Summary

\$ 573.34		Avg Mo. Rent			120,600				
				212	3,000	Clubhouse	C		TOTAL
880.644	REVENIE	ANNIIAL GROSS REVENIE	AN	010	117 200				
	0					0	Mkt	2 Bath	4 Bedroom
	2 1						640 %	2 Bath	4 Bedroom
2	0	0					(AA)		* DOMOOIN
ĩ		0					50%	2 Both	1 Bedroom
	0	0					40%	2 Bath	4 Bedroom
,	0	0						2 Bath	4 Bedroom
	ACK.		056		1150	0	Mkt	2 Bath	3 Bedroom
2000	101	hick	676		1150	1	60%	2 Bath	3 Bedroom
02-27	200		114	774	1150		50%	2 Bath	3 Bedroom
4,104	391	222	619	619	1150		40%		3 Bedroom
	011	222	340	340	1150	0	22%	2 Bath	3 Bedroom
-	900		058	のないないないないのとないないない	950	0	Mkt	2 Bath	2 Bedroom
0.000	0/00	117	5-00	LILERING OF CONTRACTOR OF CONTRACTOR	UCA.	/6	60%	2 Bath	2 Bedroom
570 000	263	170	0/0	87.62 87.63	056	1	50%		2 Bedroom
34,214	100	170	536	536	950	00	30%		2 Bedroom
	116	179	295	295	950	0	23,%	2 Bath	Bedroom
	967.		750		750	0	Mkt		Bedroom
000,601	3.02	1.38	670	679	750	25	60%	1 Bath	Bedroom
1 20 /00	97.8	138	558	558	750		50%		Bedroom
14,03.5	309	138	347	125	750	4	30%	l Bath	Bedroom
758.5	107	130	245	2.45	750	3	22%		Bedroom
A 0.50	1					The second second second second second second second second second second second second second second second se	New Among	TOTAL OF	CHILY A A DE

Escambia HFA - 4% HTC Bond Model



OLIVE ROAD MULTI-FAMILY DEVELOPMENT





Escambia County, Florida Request for Local Government Contribution (\$37,500) Florida Housing Finance Corporation RFA 2016-109: SAIL W/BOND and 4% HC

NAME OF DEVELOPMENT:	Delphin Downs					
PROPERTY ADDRESS:	1717 W Cervantes Stre	et				
	Pensacola, FL 32501					
PARCEL REF NO:	15-1033-000					
TYPE OF DEVELOPMENT:	Elderly x Family	Special Needs 🔄 Hom	eles s			
TYPE OF CONSTRUCTION:	x New Rehabilitat	tion Acquisition/Reh	abilitation			
TOTAL NUMBER OF UNITS:	72					
BR SIZES:	# 1 BR UNITS	72 # 2 BR UNITS	# 3 BR UNITS			
INCOME SET ASIDES:	0 # 50% AMI UNITS	64 # 60% AMI UNITS	8 # 40% ELI UNITS			
PROPOSED RENTS:		\$805	\$537			
TOTAL DEVELOPMENT COST:	\$13,530,629.00 COST PER UNIT: \$187,925.40					
SERVICES/AMENITIES TO BE OFFERED AT DEVELOPMENT: DEVELOPMENT TEAM INFO	Applicant will select services and amenities as required in the Escambia County HFA application and the FHFC SAIL 2016-109 Request for Applications. Attached is a summary of those anticipated selections.					
(NOT FOR PROFIT OR FOR PROFIT, OWNERSHIP STRUCTURE, LISTING OF OTHER PROPERTIES DEVELOPED):	Applicant: SP Downs LLC is a for profit, single purpose, Florida limited liability company that was created to purchase Delphin Downs. Please see attached Organizational Chart. <u>Developer</u> : Southport Development, Inc. Please see attached Resume, Property List, and Organizational Chart.					
PROPERTY MANAGEMENT TEAM INFO:		managed by Cambridge surrent managed proper	Management, Inc. Please see ty list.			
DEVELOPMENT SUMMARY:	community that will t Pensacola. The approx St. The Propertγ will c building with 100% of t to do so for the next 50 households with incom Escambia County with	arget the family demogramet the family demogramete 2.066 acresite is offer 2BR units configur he units rented as afford 0 years). Specifically, 909 nes at or below 60% of the remaining 10% of	onstruction affordable housing graphic located in the City of a located at 1717 W Cervantes ed in one, four story elevator dable housing (and will commit % of the units will be rented to ⁶ the Area Median Income for f the total units set-aside for ⁷ the Area Median Income for			

Please complete the above information, using additional sheets as necessary, and include a SITE PLAN and ELEVATION. Forward all forms to Meredith Reeves, 221 Palafox Place, Suite 200, Pensacola, FL 32502 or <u>mareeves@myescambia.com</u> by <u>MONDAY</u>, <u>SEPTEMBER 19, 2016</u>.

Proposed developments will be presented at the October 6, 2016 Escambia County Board of County Commissioners meeting for approval for the Local Government Contribution.

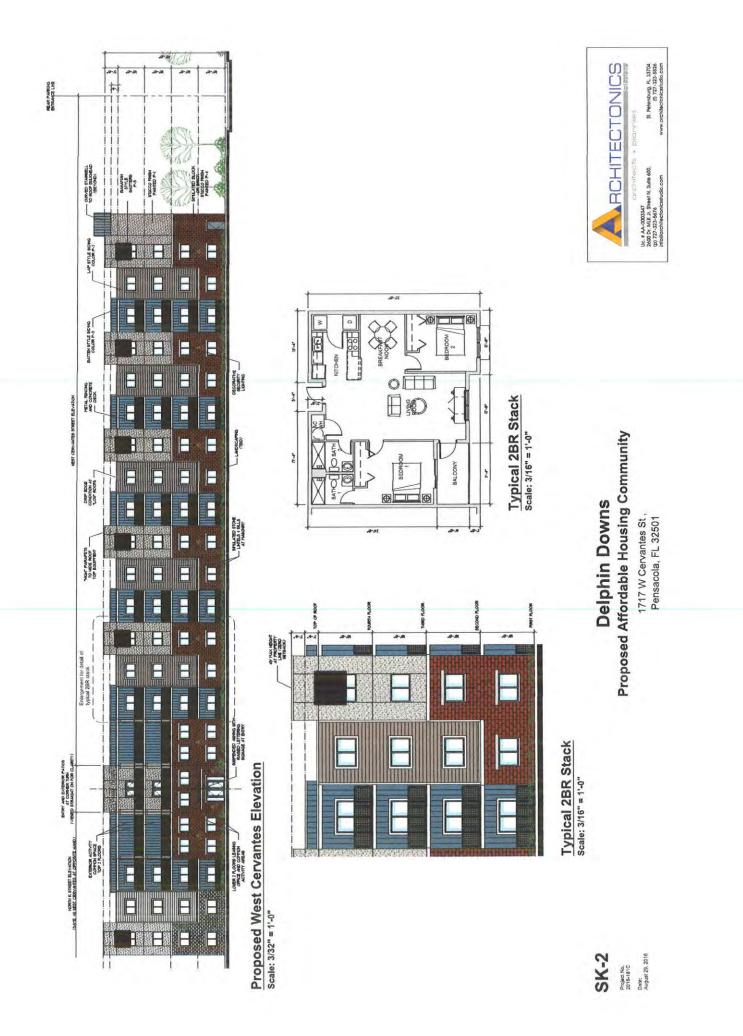
Source: Escambia County Property Appraiser

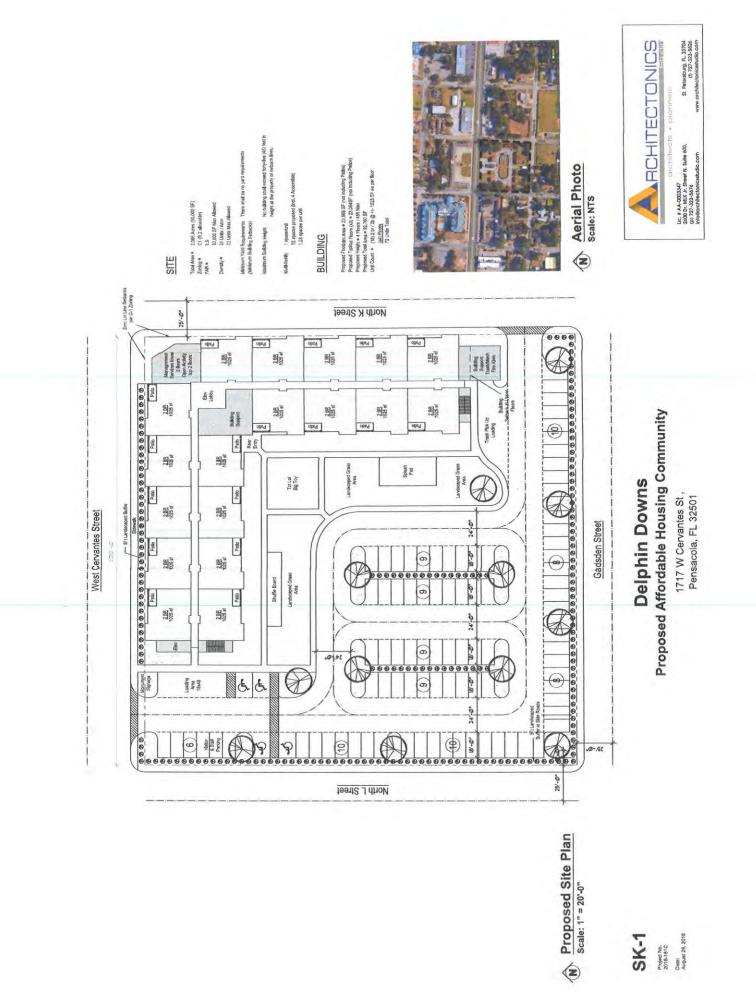
Navigate Mode
 Account
 Reference

tion			Assess	sments			
000\$00906000	1105		Year	Land	Imprv	Total	<u>Cap Val</u>
151033000			2016	\$309,000	\$48,533	\$357,533	\$131,843
		1&	2015	\$309,000	\$46,842	\$355,842	\$130,927
		-	2014	\$309,000	\$47,091	\$356,091	\$129,888
					Disalations	_	
					Discialme	<u> </u>	
HOTEL/MOTEL			<u>A</u>	<u>Amendmen</u>	t 1/Portabi	lity Calcula	<u>itions</u>
PENSACOLA CI	TY LIM	ITS					
Open Tax Inqui	iry Win	<u>dow</u>					
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•

	Buildings				
Address: 1717 W CERVANTES ST, Year Built: 1941, Effe	ective Year: 1941				
Structural Elements					
DECOR/MILLWORK-MINIMUM					
DWELLING UNITS-1					
EXTERIOR WALL-BRICK-FACE/VENEER					
FLOOR COVER-VINYL ASBESTOS					
FOUNDATION-SLAB ON GRADE					
HEAT/AIR-UNIT HEATERS					
INTERIOR WALL-DRYWALL-PLASTER					
INTERIOR WALL-PANEL-PLYWOOD					
NO. PLUMBING FIXTURES-3					





* *

Delphin Downs

Description of resident programs and activities that will be provided.

- 1. **Computer Training** Applicant or its Management Company will provide access to training software on basic computer skills such as word processing and spreadsheets to the residents. (3 Points)
- 2. **Resident Activities** These specified activities are planned, arranged, provided and paid for by the Applicant or its Management Company and held between the hours of 9:00 a.m. and 9:00 p.m. These activities must be an integral part of the management plan. The Applicant must develop and execute a comprehensive plan of varied activities that brings the residents together and encourages community pride. The goal here is to foster a sense of community be bringing residents together on a regularly scheduled basis by providing activities such as holiday and special occasion parties, community picnics, newsletters, children's special functions, etc.
- 3. On Site Voter Registration The Applicant or its Management Company shall work with the County Supervisor of Elections to arrange quarterly on-site voter registration on weekend or other traditionally non-work times.
- 4. First Time Homebuyer Seminars Applicant must arrange for and provide at no cost to the resident, in conjunction with local realtors or lending institutions, semiannual on-site seminars for residents interested in becoming homeowners.
- 5. On-Site After School Program For Children Daily, supervised, structured, at no cost to tenants.
- 6. Financial Counseling Quarterly program providing tax preparation assistance by qualified professionals, educational workshops (ex. learning to budget, handling personal finances, predatory lending, or comparison shopping. Counseling sessions must be held between the hours of 9:00am and 8:00pm. Electronic media, if used, must be used in conjunction with live instruction. At no cost to the resident.
- 7. Literacy Training—Literacy Tutor to provide private space on-site literacy lessons. At no cost to tenant.

Features:

- Energy Star qualified refrigerator
- Energy Star qualified dishwasher
- Cable/Internet hook-up
- Garbage disposals
- Blinds on all windows
- Secured building access via eard or code only
- 30 year life roof
- Marble window sills
- Minimum SEER of 14 for unit air conditioners

- Low-VOC paint for all interior walls
- Low-flow water fixtures in bathrooms-WaterSense labeled products or the following spees:
 - o Toilets: 1.6 gallons/flush or less
 - Faucets: 1.5 gallons/minute or less
 - Showerheads: 2.2 gallons/minute or less

Optional Green Building Features

- Programmable thermostat in each unit
- Energy Star ceiling fans in all bedrooms and living areas
- Energy Star exhaust fans in bathrooms
- Energy Star rating for all windows
- FL Yards and Neighborhoods certification of all landscaping

Amenities:

- Splash Pad
- Shuffle Board Court
- Tot Lot/Playground
- Ample off street parking
- Community Center/Clubhouse
- Elevators
- Patios
- Community Laundry
- Washer and dryer hook-ups in each unit
- Car Care Area

Escambia County, Florida Request for Local Government Contribution (\$37,500) Florida Housing Finance Corporation RFA 2016-109: SAIL W/BOND and 4% HC

NAME OF DEVELOPMENT:	Fairfield Commons								
PROPERTY ADDRESS:	3130 W Fairfield, Pensa	acola. FL 32505							
	,,								
PARCEL REF NO:	05-2207-000	05-2207-000							
TYPE OF DEVELOPMENT:	Elderly 🔀 Family 🗌 Special Needs 🗌 Homeless								
TYPE OF CONSTRUCTION:	New Rehabili	tation Acquisition/R	ehabilitation						
TOTAL NUMBER OF UNITS:	120								
BR SIZES:	12 1-BR UNITS	60 2-BR UNITS	48 3-BR UNITS						
INCOME SET ASIDES:	12 40% AMI UNITS	108 60% AMI UNITS	# OTHER UNITS						
PROPOSED RENTS: (1/2/3)	~\$547 60% / ~\$343	~\$651 60% / ~\$403	~\$748 60% / ~\$458 40%						
	40%	40%							
TOTAL DEVELOPMENT COST:	~\$19,796,493	COST PER UNIT:							
		~\$164,971							
SERVICES/AMENITIES TO BE	Full-size range and ove	n in all units, Washer and	d Dryer Hookups, Playground,						
OFFERED AT DEVELOPMENT:	and Green Building Fea	tures. Family oriented se	ervices.						
DEVELOPMENT TEAM INFO	Ownership Structure in	cludes For-Profit Develo	per (MV Residential						
(NOT FOR PROFIT OR FOR	Development LLC) and	For-Profit Managing Me	mber / General Partner (MV						
PROFIT, OWNERSHIP	Fairfield Commons LLC) of Ownership Entity.							
STRUCTURE, LISTING OF									
OTHER PROPERTIES	Developer and Managi	ng Member owned by M	iller-Valentine Group parent						
DEVELOPED):	company.								
	See attached for 5-year	^r Miller-Valentine Group	Affordable Residential						
	Development List								
PROPERTY MANAGEMENT	Property Manager: MV	Residential Property Ma	inagement, Inc.						
TEAM INFO:									
	-	y Management, Inc. is th							
			Group. Property Management						
			using properties has been						
	attached to this reques								
DEVELOPMENT SUMMARY:	See attached Site Plan	and Elevation.							
			dable housing community for						
			ne development includes 1-,2-,						
	and 3-bedroom units d	esigned with families in I	mind.						

Please complete the above information, using additional sheets as necessary, and include a SITE PLAN and ELEVATION. Forward all forms to Meredith Reeves, 221 Palafox Place, Suite 200, Pensacola, FL 32502 or <u>mareeves@myescambia.com</u> by <u>MONDAY</u>, <u>SEPTEMBER 19, 2016.</u>

Proposed developments will be presented at the October 6, 2016 Escambia County Board of County Commissioners meeting for approval for the Local Government Contribution.

Source: Escambia County Property Appraiser

🗧 🛛 Navig	gate Mode 🛛 Account Reference 🔶					
General Int	formation	Asses	sments			
Reference:	092S300600001006	Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	052207000	2016	\$151,183	\$323,998	\$475,181	\$419,090
Owners:	HOLY CROSS METROPOLITAN COMMUNITY	2015	\$151,183	\$290,637	\$441,820	\$380,991
Mail:	INC 3130 W FAIRFIELD DR	2014	\$151,335	\$140,761	\$292,096	\$292,096
Situs:	PENSACOLA, FL 32505 3130 W FAIRFIELD DR 32505			Disclaime	<u>er</u>	
Use Code:	CHURCH		Amendmen	t 1/Portabi	lity Calcula	ations
Taxing Authority:	COUNTY MSTU					
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry	link courtesy of Janet Holley ounty Tax Collector					
Sales Data		2016 RELIG	Certified Rol	II Exemptior	IS	
Sale Date	Book Page Value Type Official Records (New Window)	Legal	Description			
06/2005	5661 317 \$90,000 WD <u>View Instr</u>	BEG 2	0 FT N AND 3	379 4/10 FT	W OF SE COF	R OF LT
03/2005	5611 327 \$555,000 WD <u>View Instr</u>	-	DEG 33 MIN		53 25/100 FT	FOR
04/2004	5396 1573 \$295,000 WD <u>View Instr</u>	POB B	EING NLY R/V	V LI		
01/1967	323 843 \$100 WD <u>View Instr</u>	Future	E tumo .			
Official Reco	ords Inquiry courtesy of Pam Childers		Features	T		
	punty Clerk of the Circuit Court and	11	LT PAVEMEN RETE PAVING	I		
Parcel						
Information Section Map Id: 09-2S-30-3	+				T	
Approx. Acreage: 7.1100		1	News		DELANO ST	
Zoned: HC/LI		L		TST .		T
Evacuation & Flood Information Open Report				4		0 400 Million 100
			T	X X H	W FARFIELD C	
	View Florida Department of Environ	mental	Protection(D	<u>EP) Data</u>		

	Buildings
Address: 3130 W FAIRFIELD DR, Year Built: 1958,	Effective Year: 1970
Structural Elements	
DECOR/MILLWORK-AVERAGE	
DWELLING UNITS-0	
EXTERIOR WALL-BRICK-COMMON	
EXTERIOR WALL-CONCRETE BLOCK	
FLOOR COVER-CONCRETE-FINISH	
FOUNDATION-SLAB ABOVE GRDE	
HEAT/AIR-NONE	

32 3 **INTERIOR WALL**-UNFINISHED **NO. PLUMBING FIXTURES**-6 NO. STORIES-1 ROOF COVER-CORRUGATED METL **ROOF FRAMING**-RIGID FRAME/BAR **STORY HEIGHT**-12 STRUCTURAL FRAME-MASONRY PIL/STL 6.63 Areas - 4105 Total SF BASE AREA - 2624 **CANOPY** - 369 OFFICE AVG - 1014 **OPEN PORCH FIN** - 98 BAS 13 19 32 18 OFA 140PF14 16 Address: 3118 W FAIRFIELD DR, Year Built: 1986, Effective Year: 1986 Structural Elements DECOR/MILLWORK-AVERAGE **DWELLING UNITS-**0 EXTERIOR WALL-STUCCO OV BLOCK FLOOR COVER-TILE/STAIN CONC/BRICK FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC **INTERIOR WALL**-DRYWALL-PLASTER **NO. PLUMBING FIXTURES**-16 NO. STORIES-2 **ROOF COVER**-DIMEN/ARCH SHNG **ROOF FRAMING**-GABLE **STORY HEIGHT**-16 STRUCTURAL FRAME-MASONRY PIL/STL Areas - 8326 Total SF

3

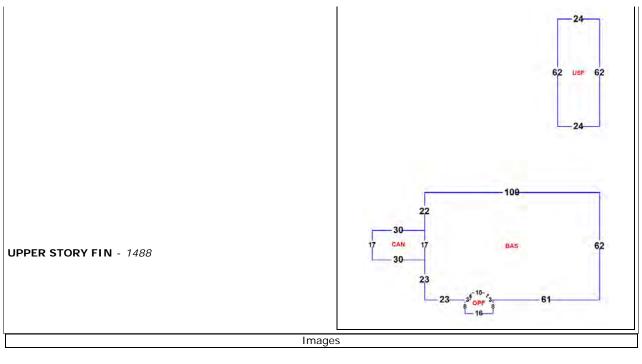
6460

3-

22

32

Areas - 8326 Total SF BASE AREA - 6160 CANOPY - 510 OPEN PORCH FIN - 168



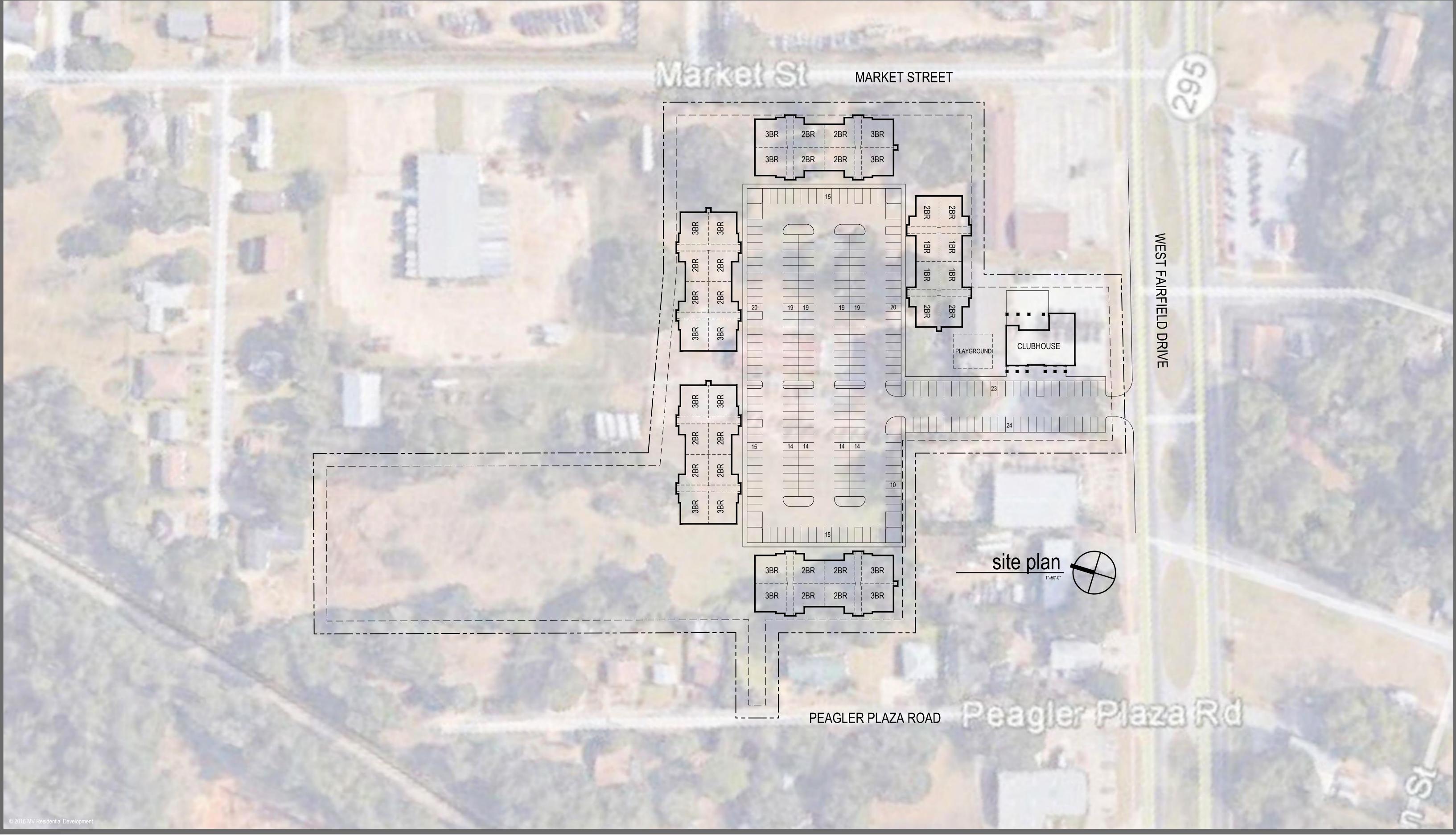


4/22/15





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.





FAIRFIELD COMMONS

escambia county, florida

09.16.2016 preliminary site plan

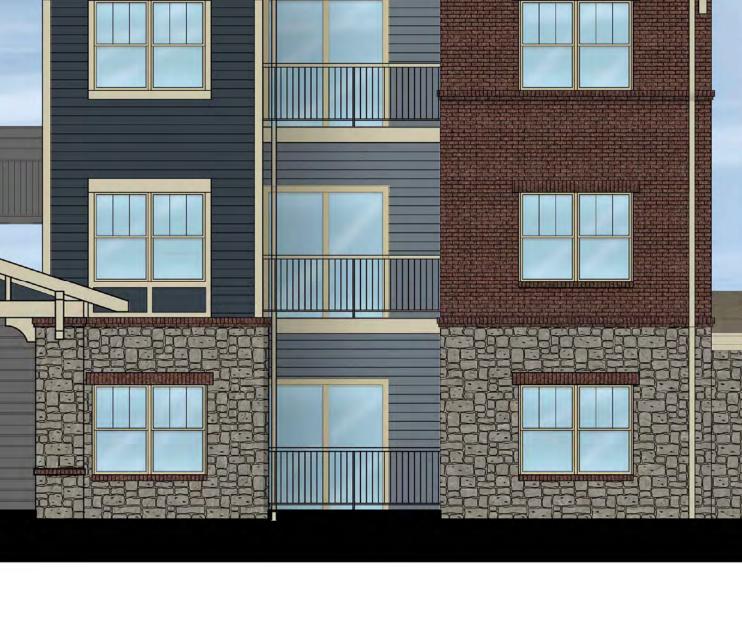




FAIRFIELD COMMONS

escambia county, florida

09.16.2016 preliminary elevations







FAIRFIELD COMMONS

escambia county, florida

09.16.2016 preliminary elevations

	<u>Miller V</u>	alentine	e Grou	<mark>p - 9% LIHTC R</mark>	esidential I	Experience	2016-202	<u>10</u>
Community Name	City	State	Units	Construction Type	Demographic	LIHTC Credits Award	Award Date	Financing
Art Works Lofts - Phase I	Dayton	ОН	66	Adaptive Reuse	Family	\$1,000,000	2016	9% LIHTC, Historic Tax Credits, State Historic Tax Credits, City of Dayton HOME
Carriage Trails II	Miami	ОН	46	New Construction	Senior	\$800,000	2016	9% LIHTC
Riverside Senior Lofts	Dayton	ОН	48	New Construction	Senior	\$750,000	2016	9% LIHTC
South Court Senior Village	Medina	ОН	48	New Construction	Senior	\$750,000	2016	9% LIHTC
Renaissance Point	Fort Wayne	IN	62	Adaptive Reuse	Family	\$1,160,000	2016	9% LIHTC, Historic Tax Credit, IHCDA Development Fund, FHLB AHP
Vine Street Lofts	Jasper	IN	62	Adaptive Reuse	Senior	\$1,175,000	2016	9% LIHTC, County EDIT, IHCDA Development Fund, City Funding, Indiana IEDC
4th Avenue Lofts	Clinton	IA	48	New Construction	Family	\$706,071	2016	9% LIHTC, TIF Grant
Harrison Lofts	Muscatine	IA	52	New Construction	Family	\$762,022	2016	9% LIHTC
Reserve at Edison Hill	Parkersburg	WV	30	New Construction	Family	\$638,362	2015	9% LIHTC
Reserve at Engel Road	New Braunfels	тх	96	New Construction	Family	\$1,301,840	2015	9% LIHTC, HOME
Mulberry Street Properties	Harrisburg	РА	50	New Construction	Family	\$1,163,489	2015	9% LIHTC
Market Street Lofts	East Liverpool	ОН	45	New Construction	Family	\$791,502	2015	9% LIHTC
Whitehouse Townhomes	Whitehouse	ОН	55	New Construction	Family	\$997,188	2015	9% LIHTC
Lofts at Jasper	Jasper	IN	67	New Construction	Senior	\$1,123,038	2015	9% LIHTC, IHCDA Development Fund, AHP
Centerville Senior Lofts	Centerville	IA	44	New Construction / Market-Rate Units	Senior	\$597,579	2015	9% LIHTC, HOME, Senior Revolving Loan, Workforce Housing Credit
Keokuk Senior Lofts	Keokuk	IA	45	New Construction / Market-Rate Units	Senior	\$605,684	2015	9% LIHTC, HOME, Senior Revolving Loan, Workforce Housing Credit
Southridge Senior Lofts	Des Moines	ΙΑ	52	New Construction / Market-Rate Units	Senior	\$694,439	2015	9% LIHTC, HOME, Senior Revolving Loan, Workforce Housing Credit, Polk County Housing Trust Fund
The Reserve at Davisson Run	Clarksburg	WV	35	New Construction	Family	\$571,929	2014	9% LIHTC, HOME,

Burkett Place	North Strabane	PA	48	New Construction	Family	\$905,040	2014	9% LIHTC, NeighborWorks,
								Historic Tax Credit, HIT Foundation
Residences at Eagles Point	Eaton	ОН	40	Adaptive Reuse / Mixed Use	Family	\$671,636	2014	9% LIHTC
Roosevelt Homes II	Dayton	ОН	30	New Construction	Family	\$598,230	2014	9% LIHTC
Cape's Landing Apartments	Fayetteville	NC	96	New Construction	Family	\$811,200	2014	9% LIHTC, North Carolina State Tax Credit
Galena Estates	Galena	KS	40	New Construction	Family	\$590,054	2014	9% LIHTC, AHP
The Lofts at St. Joseph's	Huntingburg	IN	45	New Construction	Senior	\$698,208	2014	9% LIHTC, AHP, IHCDA Development Fund
Morton Senior Residence	Morton	IL	61	Adaptive Reuse	Senior	\$850,305	2014	9% LIHTC
Water Tower Park Senior Village	Gray	GA	72	New Construction	Senior	\$710,465	2014	9% LIHTC, State Tax Credit, DCA HOME
Worthington Creek Apartments	Parkersburg	WV	36	New Construction	Senior	\$625,000	2013	9% LIHTC, HOME
Oak Ridge Apartments	Nolanville	тх	48	New Construction	Family	\$500,000	2013	9% LIHTC, HOME
Reserve at McAlister Senior Living	Fort Worth	ТХ	124	New Construction / Market-Rate Units	Senior	\$1,238,974	2013	9% LIHTC
Reserve at Spencer	Spencer	ОК	54	New Construction	Family	\$750,000	2013	9% LIHTC, NeighborWorks, SMDC CHP Equivalent Loan
Ashley Grove Apartments	Mount Orab	ОН	43	New Construction	Senior	\$710,000	2013	9% LIHTC, RD 538
Harbor Town Landing	Perrysburg	ОН	69	New Construction	Senior	\$990,000	2013	9% LIHTC, RD 538 Loan
Southwick Manor Apartments	Brunswick	ОН	54	New Construction	Senior	\$820,000	2013	9% LIHTC, Medina Metro Housing
Park Lofts at Huntington	Huntington	IN	59	New Construction	Senior	\$110,645	2013	9% LIHTC, City of Huntington HOME, IHCDA Development Fund
Newton Senior Residence	Newton	IA	53	New Construction	Senior	\$800,000	2013	9% LIHTC, AHP, HOME, City of Newton
Silversage Point at Western Center	Fort Worth	тх	120	New Construction	Family	\$1,325,000	2012	9% LIHTC
Fairway Breeze	El Reno	ОК	60	New Construction	Family	\$716,490	2012	9% LIHTC
Palm House Apartments	Wooster	ОН	62	Acq. Rehab.	Family	\$677,559	2012	9% LIHTC

Reserve at Lakeview Landing	Huron	ОН	45	New Construction	Senior	\$747,734	2012	9% LIHTC
Riverside Landing at Delaware Place	Delaware	ОН	63	New Construction	Senior	\$980,244	2012	9% LIHTC
Hampshire Landing	Joplin	МО	84	New Construction / Redevelopment	Family	\$910,000	2012	9% LIHTC, MO State Tax Credit
Lofts at Roberts	Muncie	IN	83	Adaptive Reuse / Mixed-Use	Senior	\$1,333,772	2012	9% LIHTC, HOME, AHP, Historic Tax Credit, IHCDA Development Fund, Delaware County Loan
The Residences at Washington Street	Kokomo	IN	54	New Construction	Senior	\$810,305	2012	9% LIHTC, IHCDA Development Fund
Twin Lakes Senior Villas	Rantoul	IL	42	New Construction	Senior	\$758,400	2012	9% LIHTC
Roosevelt Homes	Dayton	ОН	43	New Construction	Family	\$598,230	2011	9% LIHTC, City of Dayton NSP, OHFA NSP
Washington Square Homes II	Dayton	ОН	30	New Construction	Family	\$645,783	2011	9% LIHTC, OHFA NSP
Central Park Place	Columbus	IN	63	New Construction	Senior	\$1,014,704	2011	9% LIHTC, HOME, AHP
Patterson Pointe Senior Residence	Bloomington	IN	61	New Construction	Senior	\$972,022	2011	9% LIHTC, HOME, AHP
Gallatin Park Apartments	Gallatin	TN	48	New Construction	Family	\$492,062	2010	9% LIHTC, Section 1602
Carriage Trails Senior Village	Huber Heights	ОН	34	New Construction	Senior	\$599,143	2010	9% LIHTC, HOME
The Residenz at Sylvania	Toledo	ОН	51	New Construction	Senior	\$199,292	2010	9% LIHTC, HDAP
Enclave	Winston- Salem	NC	68	New Construction + Acquisition	Family	\$989,984	2010	9% LIHTC, HOME, North Carolina State Tax Credit, County NSP, NCHFA NSP
Hamburg Senior Residence	Lexington	КҮ	62	New Construction	Senior	\$1,031,481	2010	9% LIHTC, State Tax Credit
One Penrose Place	Lawrence	IN	45	New Construction	Senior	\$799,958	2010	9% LIHTC, AHP, Section 1602
Summit Pointe	Lawrenceburg	IN	83	Adaptive Reuse	Family	\$849,960	2010	9% LIHTC, HOME, North Carolina State Tax Credit, County NSP, NCHFA NSP
Meadow Vista Parkside	Altoona	IA	59	New Construction	Family	\$1,363,482	2010	9% LIHTC, AHP

Meadow Vista Senior Villas	Altoona	IA	50	New Construction	Senior	\$1,041,520	2010	9% LIHTC, AHP
								Miller Valentine Group

Miller Valentine Group

Residential Property Management







Get the most from your investment

Miller-Valentine Group brings a wide range of experience and expertise to residential property management. All our services are support are aimed at one goal: helping you meet your unique financial objectives. We do that by providing:

- A management proposal that assures our plans and procedures align with your goals
- Time-tested, efficient property management procedures that optimize your investment
- A focus on maximizing value and creating solutions based on your income and expense expectations
- A procurement system that controls costs and delivers efficiencies
- Industry-leading insight and knowledge, including in-depth experience in accounting systems, asset management, tax-credit compliance, development and construction
- Timely, concise and efficient financial analysis, asset reporting, P&L and balance sheet reporting

Let us sweat the details

Miller-Valentine Group provides everything you need to meet the day-in, day-out demands and seasonal requirements of maintaining your facilities. It's a complete package that means less work for you, including:

- Preventative maintenance programs designed to preserve your assets value
- Support from a core team of training and maintenance professionals
- · Crisis and disaster management resolution systems for any emergency you may face
- Deep knowledge in building systems, maintenance and the latest in Green Technology to assure your facilities always operate cost-effectively

Keep your units at peak capacity

Miller-Valentine Group also brings you experienced sales and marketing professionals who can help you meet one more critical concern: keeping your units full and at the maximum possible rent levels. It's an ongoing commitment that includes:

- Developing strategic marketing and leasing programs that focus on your facilities and your objectives
- A consistent, customer-centered approach to meeting the needs of your property's residents
- Insight into fair housing requirements that keep you in compliance with all rules and regulations
- Sales and marketing support that strengthens your competitive position in your specific marketplace





Community	Location	Units	Туре	Туре
Alexandra	Cincinnati, OH	83 Units	тс	Senior
Allegheny Pointe	Apollo, PA	52 Units	ТХ	Multi-Family
Ashley Grove Senior Residence	Mt. Orab	45 Units	тс	Senior
Ashwood	Pasadena, TX	144 Units	MR	Multi-Family
Autumn Wood Village I	Toledo, OH	48 Homes	тс	SFH
Autumn Wood Village II	Toledo, OH	42 Homes	тс	SFH
Bent Tree I	Piqua, OH	84 Units	ТС	Multi-Family
Bent Tree II	Piqua, OH	24 Units	ТС	Multi-Family
Breckenridge	Findlay, OH	72 Units	ТС	Multi-Family
Bridge Street Landing	Chillicothe, OH	84 Units	Mixed	Multi-Family
Brookstone	Bellefontaine, OH	96 Units	Mixed	Multi-Family
Carriage Trails	Huber Heights, OH	34 Units	ТС	Senior
Cedar Trail	Bellbrook, OH	132 Units	ТС	Multi-Family
Cedar Wood	Mansfield, OH	96 Units	Mixed	Multi-Family
Central Park Place	Columbus, IN	63 Units	ТС	Senior
Church Square Commons	Cleveland, OH	48 Units	ТС	Senior
Cincinnati Single Family Homes	Cincinnati, OH	50 Homes	тс	Multi-Family
CNHG	Cincinnati, OH	20 Homes	тс	SFH
Cobblegate	Moraine, OH	132 Units	тс	Multi-Family
Collingwood Green	Toledo, OH	65 Units	ТС	Senior
Cook's Crossing	Milford, OH	132 Units	ТС	Multi-Family
Cross Creek	Chillicothe, OH	35 Units	ТС	Multi-Family
Dayton Single Family Homes	Moraine, OH	282 Homes	ТС	SFH
Deer Creek	Delphos, OH	84 Units	ТС	Multi-Family
Deer Run II	Lawrenceburg, IN	84 Units	ТС	Multi-Family
Deerfield Crossing	Lebanon, OH	96 Units	ТС	Multi-Family
Delphos Senior	Delphos, OH	32 Units	тс	Senior
Eagles Point	Kenton, OH	72 Units	тс	Multi-Family
Eaton Senior Villas	Eaton, OH	44 Units	тс	Senior
Englewood	Toledo, OH	38 Units	ТС	Senior
Fairway Breeze	El Reno, OK	60 Units	ТС	Multi-Family
Faith Community	Crestline, OH	41 Units	ТС	Senior
Fox Run	Trotwood, OH	144 Units	тс	Multi-Family
Gallatin Park	Gallatin, TN	48 Units	ТС	Multi-Family
Glen Arbors	Napoleon, OH	72 Units	ТС	Multi-Family
Hamburg Senior	Lexington, KY	62 Units	ТС	Senior
Hampshire Landing	Joplin, MO	84 Units	ТС	Multi-Family
Harbor Town	Perrysburg, OH	69 Units	ТС	Senior
Harmony Senior Village	Williamsburg, OH	30 Units	Mixed	Senior
Holly Hills	Jackson, OH	72 Units	тс	Multi-Family
Honey Creek	Greenwood, IN	120 Units	тс	Multi-Family





Hunter's Oak Huntingburg Hurth Indian Trace Indian Trace II INHG Jackson Run Homes Kingston Mound Manor I & II Lake Towne Landings @ Steele Creek I Landings @ Steele Creek II Lawrence Senior Lincoln Park Manor Legacy Homes **Loveland Station Madison Place Seniors** Mallard Glen Mallard Landing Meadowbrook Meadow Creek Meadow Vista Parkside Meadow Vista Villas Mercy Siena Village Mill Pond New Lima Homes Newton Senior Residence Nia Heights Normandy Ridge **Oak Ridge Apartments** Oak Wood Oakwood Homes I Oakwood Homes II Oakwood Homes III **Oakwood Homes IV One Lincoln Park** Palm House Pants Factory Park Park lofts at Huntington Parkersburg Sr. Residence Parkside Parqwood

Greenville, OH Huntingburg, IN Portsmouth, OH Oxford, OH Oxford, OH Indianapolis, IN Jackson, OH Circleville, OH Walbridge, OH Charlotte, NC Charlotte, NC Indianapolis, IN Kettering, OH Toledo, OH Loveland, OH Gastonia, NC Amelia, OH Marion, OH Humble, TX Bryan, OH Altoona, IA Altoona, IA Dayton, OH Muncie, IN Delphos, OH Newton, IA Toledo, OH Wapakoneta, OH Nolanville, TX Lexington, OH Toledo, OH Toledo, OH Toledo, OH Toledo, OH Kettering, OH Wooster, OH Hillsboro, OH Portsmouth, OH Huntington, IN Parkersburg, WV Humble, TX Toledo, OH

72 Units TC 45 Units ΤС 139 Units ΤС 84 Units TC тс 76 Units 50 Homes TC 30 Homes TC ΤС 97 Units ΤС 43 Units 72 Units TC 48 Units TC ΤС 45 Units 90 Units ΤС ΤС 40 Homes ΤС 40 Units ΤС 76 Units 96 Units Mixed 96 Units TC 258 Units MR 96 Units Mixed 59 Units TC тс 40 Units TC 108 Units тс 120 Units 60 Homes TC TC 53 Units MR 16 Units 84 Units TC 48 Units TC TC 84 Units ΤС 40 Homes 40 Homes ΤС TC 16 Homes ΤС 35 Homes 255 Units ΤС TC 62 Units тс 23 Units Mixed 40 Units 59 Units TC тс 36 Units 160 Units MR тс 134 Units

Multi-Family Senior **Multi-Family** Multi-Family **Multi-Family** SFH SFH Senior Senior Multi-Family Multi-Family **Multi-Family** Senior Living Multi-Family Family Senior **Multi-Family** Multi-Family Multi-Family **Multi-Family** Multi-Family **Multi-Family** Senior Multi-Family Multi-Family Senior Multi-Family Multi-Family Multi-Family Multi-Family SFH SFH SFH SFH Senior Living Senior Senior Multi-Family Senior Senior Multi-Family Senior

Miller Velentine Group

Our People Make

Patterson Point	Bloomington, IN	61 Units	Mixed	Senior
Pheasant Run Seniors	Dayton, OH	75 Units	тс	Senior
Pine Ridge	Logan, OH	72 Units	тс	Multi-Family
Pinecrest	Walkertown, NC	80 Units	тс	, Multi-Family
Quail Run Senior Villas	Hillsboro, OH	42 Units	тс	, Senior
Reserve at McAlister	Ft. Worth, TX	124 Units	ТС	Senior
Reserve at Spencer	Spencer, OK	54 Units	тс	Senior
Reserve At Stone Hollow	Charlotte, NC	194 Units	MR	Multi-Family
Residenz at Sylvania	Sylvania, OH	51 Units	тс	, Senior
Ridgewood Senior Villas	Bucyrus, OH	60 Units	тс	Senior
River Crossing	Charlotte, NC	132 Units	тс	Multi-Family
Riverside Landing at Delaware Place	Delaware, OH	63 Units	тс	, Multi-Family
Riverview Bluffs	New Richmond, OH	36 Units	тс	, Senior
Roberts Hotel	Muncie, IN	83 Units	тс	Senior
Sandhurst	Zanesville, OH	120 Units	тс	Multi-Family
Scioto Woods I	Chillicothe, OH	72 Units	тс	Multi-Family
Scioto Woods II	Chillicothe, OH	84 Units	Mixed	Multi-Family
Silversage Point at Western Center	Ft. Worth, TX	120 Units	тс	Multi-Family
South Saginaw Homes I & II	Saginaw, MI	91 Homes	тс	SFH
Southwest Pines	Tyler, TX	248 Units	тс	Multi-Family
Southwick Manor	Brunswick, OH	54 Units	тс	Senior
Stone Falls of Ada	Ada, MI	210 Units	MR	Multi-Family
Stonecreek	Moraine, OH	132 Units	тс	Multi-Family
Streetsboro	Streetsboro, OH	28 Units	тс	Multi-Family
Sutton Grove	Cincinnati, OH	75 Units	MR	Senior
Sycamore Creek	Sidney, OH	96 Units	Mixed	Multi-Family
Sycamore Hills	Cincinnati, OH	18 Units	тс	Multi-Family
Tall Timber	Cincinnati, OH	108 Units	тс	Multi-Family
The Enclave	Winston-Salem, NC	68 Units	тс	Multi-Family
The Falls at Settlers	Springboro, OH	137 Units	тс	Multi-Family
The Landings	Gastonia, NC	108 Units	тс	Multi-Family
The Landings II	Gastonia, NC	48 Units	тс	Multi-Family
The Meadows @ Grand Lake	Celina, OH	60 Units	тс	Multi-Family
The Properties at Wright Field	Dayton, OH	1536 Units	Mil	Military
The Reserve at Cypress Gardens	Ft. Bend, TX	120 Units	ТС	Multi-Family
The Reserve at Lakeview Landing	Huron, OH	45 Units	ТС	Senior
The Villas at Pine Lake	Pine Lake, GA	96 Units	ТС	Multi-Family
Timberlake	Vandalia, OH	144 Units	Mixed	Multi-Family
Twin Cedars	Hickory, NC	36 Units	Mixed	Multi-Family
Twin Cedars II	Hickory, NC	72 Units	Mixed	Multi-Family
Twin Lakes Senior	Rantoul, IL	42 Units	тс	Multi-Family
Upper Sandusky	Sandusky, OH	24 Units	тс	Multi-Family





Valley Creek	Cincinnati, OH	71 Units	тс	Senior
Villas At Twin Cedars	Hickory, NC	40 units	тс	Senior
Walkers Ridge	Greensburg, PA	84 Units	тс	Multi-Family
Walnut Ridge	Indianapolis, IN	78 Units	Mixed	Senior
Walnut Run Senior	Cortland, OH	40 Units	тс	Senior
Washington Street	Kokomo, IN	54 Units	тс	Senior
WaterStone Landing	Perrysburg, OH	288 Units	MR	Multi-Family
Wauseon Senior	Wauseon, OH	48 Units	тс	Senior
West Central Homes	Toledo, OH	32 Homes	тс	SFH
Whitehouse Square	Whitehouse, OH	32 Units	тс	Senior
Wind Ridge	Tipp City, OH	84 Units	тс	Multi-Family
Windsor Place	Beavercreek, OH	72 Units	тс	Multi-Family
Woodridge	Fairfield, OH	336 Units	тс	Multi-Family



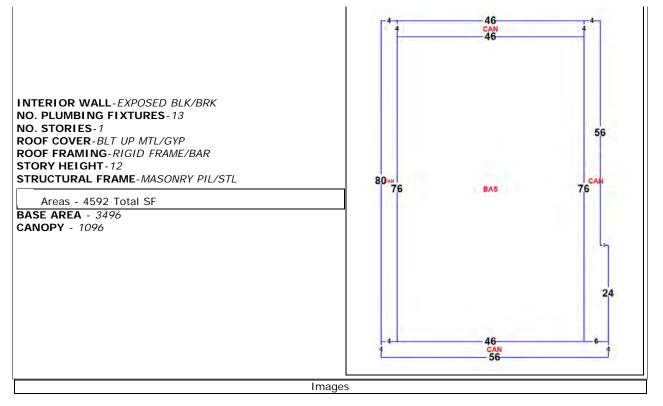
Escambia County, Florida Request for Local Government Contribution (\$37,500) Florida Housing Finance Corporation RFA 2016-109: SAIL W/BOND and 4% HC

NAME OF DEVELOPMENT:	Meadowbrook Commo	ns						
PROPERTY ADDRESS:	5406 Lillian Highway, Pensacola							
PARCEL REF NO:	352S30190000001	352S30190000001						
TYPE OF DEVELOPMENT:	Elderly 🛛 Family 🗌 Special Needs 🗌 Homeless							
TYPE OF CONSTRUCTION:	🛛 New 🗌 Rehabili	tation 🗌 Acquisition/Re	ehabilitation					
TOTAL NUMBER OF UNITS:	110							
BR SIZES:	28 # 1 BR UNITS	48 # 2 BR UNITS	_34 # 3 BR UNITS					
INCOME SET ASIDES:	# 50% AMI	100 # 60% AMI	# OTHER UNITS					
	UNITS	UNITS						
PROPOSED RENTS:	25 @ \$591; 3 @ \$367	43 @ \$705; 5 @ \$437	31 @ \$810; 3 @ \$500					
TOTAL DEVELOPMENT COST:	\$17,294,161	COST PER UNIT:	\$160,905					
SERVICES/AMENITIES TO BE	At a minimum: After Sc	hool Program for Childre	n, Literacy training,					
OFFERED AT DEVELOPMENT:	Employment Assistance	e, Family Support Coordin	nator (at least 3 of the 4).					
DEVELOPMENT TEAM INFO	Please see attached ex	nibit on the Developer, B	anyan Development Group,					
(NOT FOR PROFIT OR FOR	LLC (for-profit). Owners	ship Structure is as follow	vs:					
PROFIT, OWNERSHIP	Alexander Kiss – Manag	ger/ Member (17.5%)						
STRUCTURE, LISTING OF	Jeff Kiss – Member (17.	5%)						
OTHER PROPERTIES	Scott Zimmerman – Ma	inger/Member (32.5%)						
DEVELOPED):	Lou Vogt – Member (32							
PROPERTY MANAGEMENT	The long term rental pr	oject management and a	affordability compliance of the					
TEAM INFO:			nc., an affiliate of Banyan					
		.C. AGPM, Inc. is an Orla						
		<u> </u>	fordable rental units in Florida,					
			ssee, Texas and Virginia. The					
		roved property manager	-					
	-	he web site for the firm	can be found at					
	www.agpmonline.com							
			nd the company is committed					
	-		on sustainability, including					
	-		age for our residents and their					
		sion statement of the cor						
			environments, and initiate					
		_	s, prospects and residents to					
		een team'. Together we	can strive to make a					
	difference for a better		utalian far thair rental					
		ives that AGPM has unde						
		urage the involvement o	needs of their daily lives. The					
	-	-	cial services to promote a					
		to self-sufficiency. Thro	•					
		-	A is able to provide resources					
			The residential services for					
		-	, health seminars, computer					
		-	raining. More information on					
	-		GPM web site noted above.					
DEVELOPMENT SUMMARY:			ached product examples					
	owned by AGPM.	anny i rease see the att						

Source: Escambia County Property Appraiser

🗧 🛛 Naviga	te Mode Account Reference 🕈					
General Info	ormation	Asses	sments			
Reference:	352S30190000001	Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	072487000	2016	\$58,140	\$105,878	\$164,018	\$164,018
Owners:	YOUNG MENS CHRISTIAN ASSOCIATION	2015	\$58,140	\$104,777	\$162,917	\$162,917
Mail:	OF NORTHWEST FLORIDA INC 415-B N TARRAGONA ST PENSACOLA, FL 32501	2014	\$58,140	\$102,639	\$160,779	\$160,779
Situs:	5406 LILLIAN HWY 32506			<u>Disclaime</u>	Ĺ	
Use Code:	CLUB, LODGE, HALL		Amendmen	t 1/Portabi	lity Calcula	ations
Taxing Authority:	COUNTY MSTU					
-	Open Tax Inquiry Window					
	nk courtesy of Janet Holley					
	inty Tax Collector					
		2016	Certified Rol	Exemption:	S	
			RNAL AND OT	-		
Sales Data		Legal	Description			
Data		BEG A	T SE COR OF	LT 1 N 16 DI	EG 30 MIN V	V WITH
Sale Date B	ook Page Value Type Official Records (New Window)	-	F LT 870 52/1 78 DEG 53 M		R/W LI OF LI	ILLIAN
None		Extra	Factures			
Escambia Cou	ds Inquiry courtesy of Pam Childers inty Clerk of the Circuit Court and	ASPHA	Features	-		
Comptroller			E HOME			
			PORCH			
		POOL				
Parcel						
Information	210280	ž	8	0		
Section	FLAXMAN ST 277	.19	105.91 405	1		170.02
Map Id:	B.17 + 428.33	570.9		210	131.2 506.84	472.9
<u>35-2S-30-1</u>						
Approx.						
Acreage:	2 1 2			304.90		
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Zoned: HDMU	U U	YMCA			8	
	442.88 469.83				190	1.69
Evacuation	469.83				6	
& Flood Information			730	03.54	371.	248.79
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	[™] R			85 <u>8</u> 0 103.8		
	New Florida Department of Enviro	nmental	Protection(D	EP) Data		

	Buildings
Address: 5406 LILLIAN HWY, Year Built: 1960, Effect	ive Year: 1960
Structural Elements	
DECOR/MILLWORK-AVERAGE	
DWELLING UNITS-0	
EXTERIOR WALL-CONCRETE BLOCK	
FLOOR COVER-CONCRETE-FINISH	
FOUNDATION-SLAB ON GRADE	
HEAT/AIR-CENTRAL H/AC	





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.

KISS & COMPANY, INC Affordable Housing Development Experience

Jeffrey L. Kiss is President of *Kiss & Company, Inc.* Since 1992 *Kiss & Company* has assisted clients in all areas of affordable housing with emphasis on financial advisory and real estate development services for rental properties. Clients include investment banking and public finance advisory firms, public housing authorities, local and state housing finance agencies as well as not-for-profit and for-profit developers of affordable housing. In addition to his current position, *Mr. Kiss* was a Principal of PackerKiss Securities, Inc. that offered re-investment advice to issuers of tax-exempt debt from 2001 to 2011. Additionally, he provided investment banking services from 1987 to 1992 for Donaldson, Lufkin & Jenrette Securities Corporation and was the Deputy Director for the Florida Housing Finance Agency from 1984 to 1987.

Over the last two decades *Mr. Kiss* has provided affordable housing development consulting expertise and comprehensive project advisory services for over 50 successful housing credit developments throughout Florida. *Mr. Kiss* provided feasibility guidance related to site suitability, unit mix, market demand, construction costs, federal and state program compliance and financial and political climates. Many of these projects were mixed finance properties involving various Florida Public Housing Authorities including Ft. Myers, Bradenton, Deerfield Beach, Miami-Dade, Punta Gorda, Pinellas, Sarasota, Venice and Lake Wales. Additionally, *Mr. Kiss* has worked closely with the individual authorities in dealing with co-developer issues related to the master development agreements and mixed finance strategies that require HUD approval as well as meeting lending and syndication standards that financial institutions require for housing credit properties.

Mr. Kiss was a Co-Developer for the Wakulla Trace Apartments senior housing project located in Crawfordville, FL in 2005. He was responsible for all supervisory aspects of the competitive 9% Housing Credit application including credit underwriting, design review and construction oversight of the 34 unit property for the Wakulla County Senior Citizens Council, Inc., the non-profit owner. Wakulla Trace completed construction in 2008 and has been a very successful senior community for the area.

Mr. Kiss has extensive program experience in Mortgage Revenue Bonds, Housing Credits, SHIP, SAIL, PLP, AHP and other related federal housing programs such as HOME, CDBG, USDA and HOPE VI/Choice Neighborhoods. As a Board Member of both the Florida Housing Coalition (FHC) and the Coalition of Affordable Housing Providers (CAHP), *Mr. Kiss* remains actively involved in the industry's efforts to expand affordable housing opportunities and restore full State funding to the existing programs promoted through the Sadowski Affordable Housing Act in Florida.

Mr. Kiss received an M.B.A. from Florida State University, an M.P.A. from Florida Atlantic University and a B.A. in Political Science/History from Allegheny College.

kissandcompany.com

Due de uteur Ville ee		Formily	100		2001	Manataa
Bradenton Village	NC	Family	160	HC9	2001	Manatee
Bradenton Village II	NC	Family	36	HC9	2004	Manatee
Central Village	NC	Family	25	HC9	2007	Manatee
Collins Park	NC	Family	124	HC9	2011	Miami-Dade
Dante Fascell	P	Elderly	151	HC9	2011	Miami-Dade
Eden Park@Ironwood	NC	Family	104	HC4, SAIL	2002	Alachua
Emerald Villas	R	Family	264	HC4	2012	Orange
Gulf Breeze	NC	Family	170	HC4, RRLP	2007	Charlotte
Hilltop Landing	NC	Family		HOME, HC4, PLP	2014	Pasco
Homes of Renaissance I	NC	Family	69	HC9	2009	Lee
Homes of Renaissance II	NC	Family	88	HC9	2011	Lee
Homes of Renaissance III		Family	88	HC9	2014	Lee
Jack Orr Plaza	Р	Elderly	200	HC9	2011	Miami-Dade
Janie's Garden I	NC	Family	86	HC9	2008	Sarasota
Janie's Garden II	NC	Family	68	HC4	2009	Sarasota
Janie's Garden III	NC	Family	72	HC9	2013	Sarasota
Joe Moretti I	Р	Elderly	116	HC9	2011	Miami-Dade
Joe Moretti II	Р	Elderly	96	HC9	2014	Miami-Dade
Landings@Cross Bayou	Р	Family	184	HC9	2014	Pinellas
Lewis Place@Ironwood	NC	Family	112	HC4, SAIL	2004	Alachua
Magnolia Gardens	NC	Elderly	60	HC9	2009	Hernando
Mayfair Village	R	Family, Homeless	83	HC9	2010	Duval
Mildred&Claude Pepper	Р	Elderly	150	HC9	2009	Miami-Dade
Mill Creek	NC	Family	312	HC4	2004	Orange
Mt. Carmel Gardens	R	Elderly	207	HC4. SAIL	2014	Duval
New Singletary	NC	Family	117	HC9	2003	Manatee
Oakland Terrace	R	Family	60	HC9	2011	Duval
Oasis@Renaissance	NC	ALF	100	HC4, SAIL	2015	Lee
Palmetto Ridge Estates	NC	Family	192	HC4, RRLP	2007	Brevard
Palm City Gardens	R	Elderly	100) EHCL, AHP	2015	Lee
Paradise Point	NC	Family	42	HC9	2014	Monroe
Renaissance Preserve	NC	Elderly	120	D HC4, SAIL	2008	Lee
Residences@ Crystal Lake	e NC	Family	92	2 HC4, SAIL	2013	Broward
Smathers II	Р	Elderly	133		2014	Miami-Dade
South Miami Plaza	Р	Senior	97	HC9	2011	Miami-Dade
Stirrup Plaza	Р	Senior	100) HC9	2011	Miami-Dade
Sunrise Park	NC	Family	72		2009	Polk
Trinity Towers East	Р	Elderly	156		2015	Brevard
, Trinity Towers West	Р	Elderly	192		2014	Brevard
, Trinity Towers South	Р	, Elderly	162		2015	Brevard
Venetian Walk	NC	Elderly	61		2014	Sarasota
Verandas I	NC	Elderly	60		2014	Charlotte
Verandas II	NC	Elderly	60		2015	Charlotte
Villas@Mallorca	NC	Family	252		2001	Broward
Wagner Creek	NC	Family	73		2001	Miami-Dade
Wakulla Trace	NC	Elderly	34		2011	
		Lideny	57	1105	2007	T alland

Kiss & Company, Inc. – 46 Developments totaling 5369 units across 16 Florida counties over the last 15 years.



Orlando-based *Banyan Development Group, LLC*, formed in January 2016, is the union of affordable housing development consultants Jeff and Alex Kiss of <u>Kiss & Company, Inc</u> with multifamily property owners/managers Lou Vogt and Scott Zimmerman of <u>AGPM, LLC</u>. The new company's name builds on the affiliated AGPM and Banyan Realty Advisors brands like a banyan branch rooting to form another trunk.

Banyan's charge is the development of new affordable rental housing opportunities. The group is committed to building a product it can be proud of – that is as attractive as it is durable and as functional as it is efficient. We are attuned to the concerns of potential partners and remain focused on creating successful investment opportunities in all of our ventures.

The group's strength stems from the diversified skills and experience of its members, which when put together create a broadly capable development team. Jeff and Alex bring nearly thirty (30) years of expertise in the affordable housing development realm - from Jeff's time serving as Deputy Director of Florida Housing Finance Agency, to helping developers secure competitive funding for affordable projects, to procuring and managing new joint venture development opportunities. Scott and Lou bring a seasoned enterprising savvy to the mix, boasting a multifamily portfolio of over 10,000 units throughout the southeast. Their vertical integration lends efficiency to the group as a whole and provides the operational leverage needed for the startup.

Additionally, Jeff, Scott, and Lou have each successfully developed multifamily properties of their own in the last 20 years. Jeff co-developed the 34-unit Wakulla Trace Apartments senior affordable community in Crawfordville, FL in 2008; Scott developed the 186unit Lake Point Apartments in Tampa, FL in 1996; and Lou co-developed several market-rate properties in the mid-to-late 1990s including the 500-unit Idlewylde Apartments in Duluth, GA (now known as Chelsea 88 Apartments), the 440-unit Windsor Kirkman in Orlando, FL, the 300unit Windsor Pembroke Pines in Pembroke Pines, FL, the 300-unit Windsor Hollywood in Hollywood, FL, and the 200-unit Courtney Chase in Kissimmee, FL. Scott and Lou also recently completed gut rehabs of two of AGPM's Orlando properties, the 156-unit Bella Lago and the 30unit Villas del Sol, including significant energy and water conservation renovations.

The team looks forward to bringing new housing choices to the residents of Florida and beyond and will continue to put in the work hard needed to accomplish their goals. Banyan Development Group is committed to making the world a better place to live in, one community at a time.

Ridenour Apartments





Community Amenities

- Large Clubroom with Library
- Fitness Center with Attached Aerobics and Yoga Areas
- Media Center
- Spacious Multi-Purpose Room with Kitchen Area
- On-Site Activity Directors Elevators
- Limited Access Pedestrian Gates

Patio Living Room I2'x I1'9' Dining Room Xitchen Diving Room 7'9'x 9' Closet

Bedroom 11'5" x 13'4

Patio

Living Room 12'8" x 13'7

> Dining Room 12" 8' x 9'

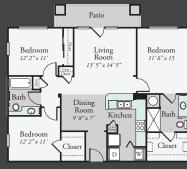
Kitcher

Bedroom

Closet



2 Bedroom/2 Bat 1147 Sq. ft.



3 Bedroom/2 Batl 1295 Sq. ft.

Apartment Amenities:

- 9 Foot Ceilings
- Gourmet Kitchens with Maple Cabinets and Upgraded Black Appliances
- Pantries/Linen Closets
- Washer/Dryer Connections
- Ceiling Fans
- Garden Tubs*
- Built-In Book Shelves*
- Computer Desks*
- * In select apartments.



Ridenour Apartments

1355 Ridenour Blvd. • Kennesaw, Georgia 30152 Phone: 770 426-5143 • Fax: 770 426-0116 Email: ridenourlease1@agpmanager.com



Escambia County, Florida Request for Local Government Contribution (\$37,500) Florida Housing Finance Corporation RFA 2016-109: SAIL W/BOND and 4% HC

NAME OF DEVELOPMENT:	Patricia Pointe		
PROPERTY ADDRESS:	9701 Chemstrand Rd		
	Pensacola, FL		
PARCEL REF NO:			
TYPE OF DEVELOPMENT:	🗌 Elderly 🔀 Family	Special Needs Ho	omeless
TYPE OF CONSTRUCTION:	🛛 🖂 New 🗌 Rehabili	itation 🗌 Acquisition/Re	ehabilitation
TOTAL NUMBER OF UNITS:	106		
BR SIZES:	20 # 2 BR UNITS	<u>64</u> # 2 BR UNITS	<u>20</u> # 3 BR UNITS
INCOME SET ASIDES:	# 50% AMI UNITS	<u>95</u> # 60% AMI UNITS	<u>11</u> # 40% AMI UNITS
PROPOSED RENTS:	40% 2BR: \$537	40% 3BR: \$620	40% 4BR: \$692
	60% 2BR: \$805	60% 3BR: \$930	60% 4BR: \$1,038
TOTAL DEVELOPMENT COST:	\$20,788,889	COST PER UNIT:	\$196,122
SERVICES/AMENITIES TO BE	Royal American Manag	ement, Inc. will provide:	Literacy Training,
OFFERED AT DEVELOPMENT:	Employment Assistance residents. The site will	e Programs and Family Su incorporate a communit er. Outdoor amenities w	upport Coordination to its y building including a business vill include a dog park, walking
DEVELOPMENT TEAM INFO			
(NOT FOR PROFIT OR FOR PROFIT, OWNERSHIP STRUCTURE, LISTING OF OTHER PROPERTIES DEVELOPED):	Royal American Develo	pment, Inc. (see attache	d resume)
PROPERTY MANAGEMENT TEAM INFO:	Royal American Manag	ement, Inc. (see attached	d resume)
DEVELOPMENT SUMMARY:	See attached project su	ummary	
Please complete the above informat	tion using additional sheets	as necessary, and include a	SITE DI AN and ELEVATION For

Please complete the above information, using additional sheets as necessary, and include a SITE PLAN and ELEVATION. Forward all forms to Meredith Reeves, 221 Palafox Place, Suite 200, Pensacola, FL 32502 or <u>mareeves@myescambia.com</u> by <u>MONDAY</u>, <u>SEPTEMBER 19, 2016.</u>

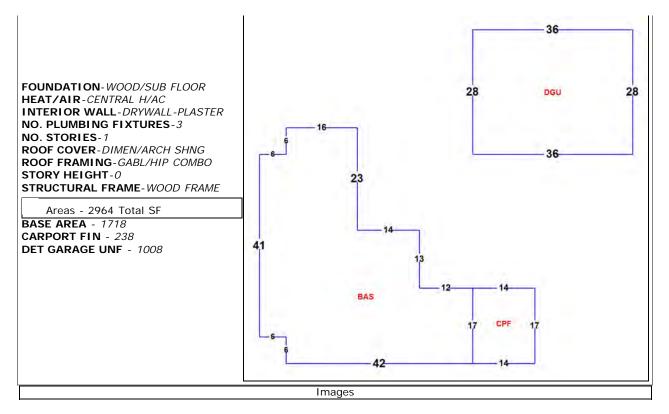
Proposed developments will be presented at the October 6, 2016 Escambia County Board of County Commissioners meeting for approval for the Local Government Contribution.

Source: Escambia County Property Appraiser

•	Navigate Mode	Account	Reference	•
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General Inform	ation					Δεερεί	sments				
Reference:		100300	0004			Year	Land	Imprv	Tota	d l	<u>Cap Val</u>
Account:	014620					2016	\$219,300	\$42,223	\$261		\$261,523
Owners:		OPAL A	8			2015	\$219,300	\$42,149	\$261		\$261,449
	LISTER					2014	\$219,300	\$42,234	\$261		\$261,386
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Tax Inquiry:	<u>Open T</u>	<u>ax Inqu</u>	<u>iiry Wi</u> i	<u>ndow</u>							
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Escambia County	y Tax Col	lector									
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02/03/2012 683		\$100	QC QC	<u>View Instr</u> View Instr			LESS DB 38				
01/28/2012 683		\$100 \$100	QC	View Instr							
06/28/2010 660		\$100	OT	View Instr							
07/12/2008 635		\$100	QC	View Instr		Extra	Features				
	07 1647	\$100		View Instr		CARPO					
Official Records							e home Y bldg				
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	Buildings
Address: 9701 CHEMSTRAND RD, Year Bui	lt: 1948, Effective Year: 1948
Structural Elements DECOR/MILLWORK-BELOW AVERAGE DWELLING UNITS-1 EXTERIOR WALL-VINYL SIDING FLOOR COVER-CARPET	





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.



Patricia Pointe Apartments

On Chemstrand Road, west of the intersection of Chemstrand Road and Limerick Lane,

Pensacola, FL

Executive Summary

September 19, 2016

Patricia Pointe is a planned new construction, multi-family apartment community with 106 residences, a clubhouse and related outdoor recreational amenities. The development will be financed with Low Income Housing Tax Credit (LIHTC) equity, Multifamily Mortgage Revenue Bonds, Florida Housing Finance Corporation State Apartment Incentive Loan (SAIL) and Extremely Low Income (ELI) funding, local governmental contributions and a deferred developer fee. The property is located on Chemstrand Road, west of the intersection of Chemstrand Road and Limerick Lane, Pensacola, Escambia County, Florida. This site is approximately 6.92 acres of vacant land. The site map isattached.

Patricia Pointe will include two 3 story garden-style buildings targeting working families. Amenities will include a swimming pool, outdoor recreational, picnic pavilion, a dog park, fitness center, library, computer center and a walking path. Units are spaciously designed and feature walk-in closets, eat-in kitchens, pantry, screened balconies, space for a washer and dryer, energy star rated appliances and fixtures.

The total project budget, including the amount of Escambia County funds requested, is shown as follows:

Sources	
First Mortgage	\$ 6,100,000
Florida Housing Finance Corporation SAIL & ELI Funds	6,600,000
Tax Credit Syndication Equity	8,004,940
Escambia County	37,500
Deferred Developer Fee	46,448
Total Sources	<u>\$20,788,888</u>

Debt and Equity funding commitments have not been finalized, however we will be submitting an application to Florida Housing Finance Corporation for LIHTC and SAIL funding, which is due October 13, 2016.

Targeted Population – Working Families with incomes at or below 40% and 60% Area Median Income.

Ability to Proceed

Patricia Pointe of Escambia, LP will be the fee simple owner of the 6.92 acre parcel.

Royal American Development has verified with Escambia County that the zoning entitlements are in place. Further, Royal American Development will submit a preliminary site plan and elevation to Escambia County for approval of Patricia Pointe.

Timeline

Patricia Pointe of Escambia, LP is currently in the process of submitting an application to Florida Housing Finance Corporation for LIHTC, SAIL and ELI funding, which is due on October 13, 2016. Once

Executive Summary

approved for funding we anticipate a construction loan closing to occur by July, 2017 and construction commencing immediately thereafter. Our General Contractor projects a 12-month construction period with construction completion estimated July 2018. Lease-up will begin upon 50% construction completion and it is estimated that by December 2018 the property will be 100% leased up.

<u>SITE DATA SUMMARY</u>						
<u>PARCEL 1</u> PROP. REF. NO.	08-1S-	30-1003-0)00-004			
PARCEL AREA PER PROP. APPR.	6.45 AC	RE				
STREET ADDRESS		HEMSTRAND DLA, FLORID		4		
<u>PARCEL 2</u> PROP. REF. NO.	08-1S-	30-1003-0)05–004			
PARCEL AREA PER PROP. APPR.	0.47 AC	RE				
STREET ADDRESS	· · · - ·	HEMSTRAND DLA, FLORID	· · = ·	4		
CURRENT USE ZONING /FLU	SINGLE HDMU /	FARM RESID ′MU-U	ENCE			
SETBACKS BUILDING FRONT REAR SIDE LANDSCAPING DISSIMILAR USE	20' 15' 15' 12'					
PROPOSED BUILDING USE	MULTI-F	AMILY APAR	TMENTS			
PROPOSED BUILDING AREAS BUILDING 1 BUILDING 2 MAINT. BUILDING PARKING	$\pm 20, \pm 8$ $\pm 46, 8$	300 SF 700 SF 30 <u>0 SF</u> 300 SF				
REQUIRED PROPOSED		IS * 1.5 S LLS (153 S			59 STALLS R)	EQUIRED
FLOOD ZONE	FLOOD Z	ZONE(S) AS	DETAILED) BY FEMA	N THE FOLL(FIRM (FLOC) ESCRIBED BE	D
	FLOOD ZONE (S)	NFIP COMMUNITY NUMBER*	MAP NUMBER*	PANEL NUMBER(S)	MAP SUFFIX*	MAP REVISION DATE*

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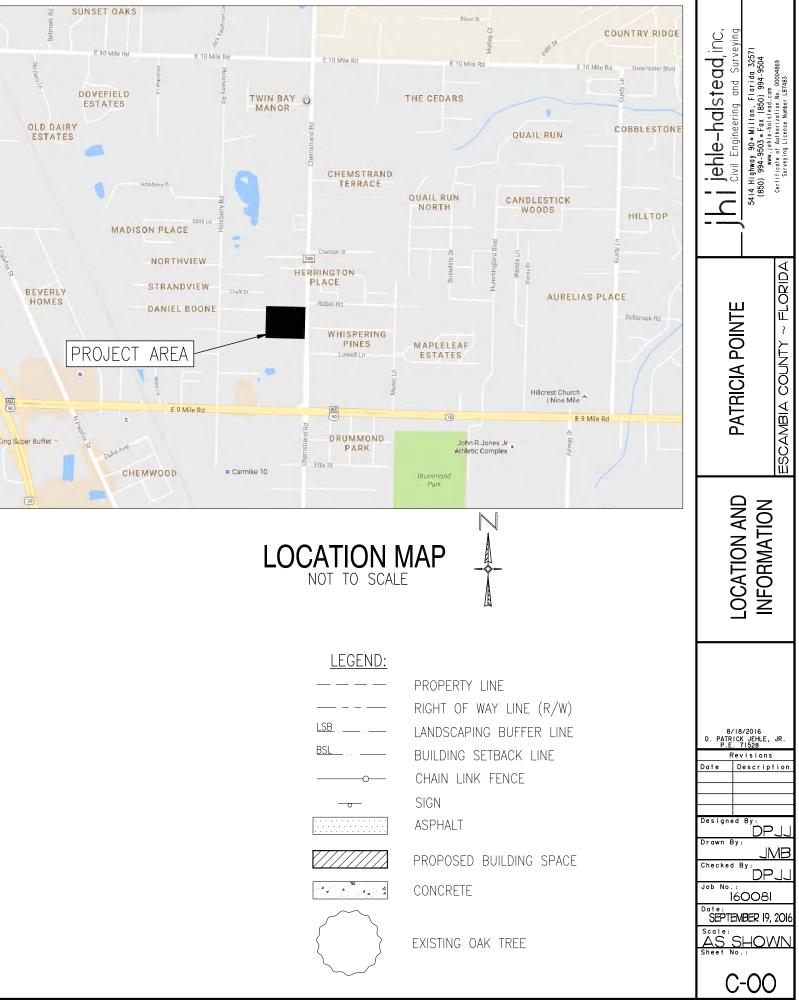
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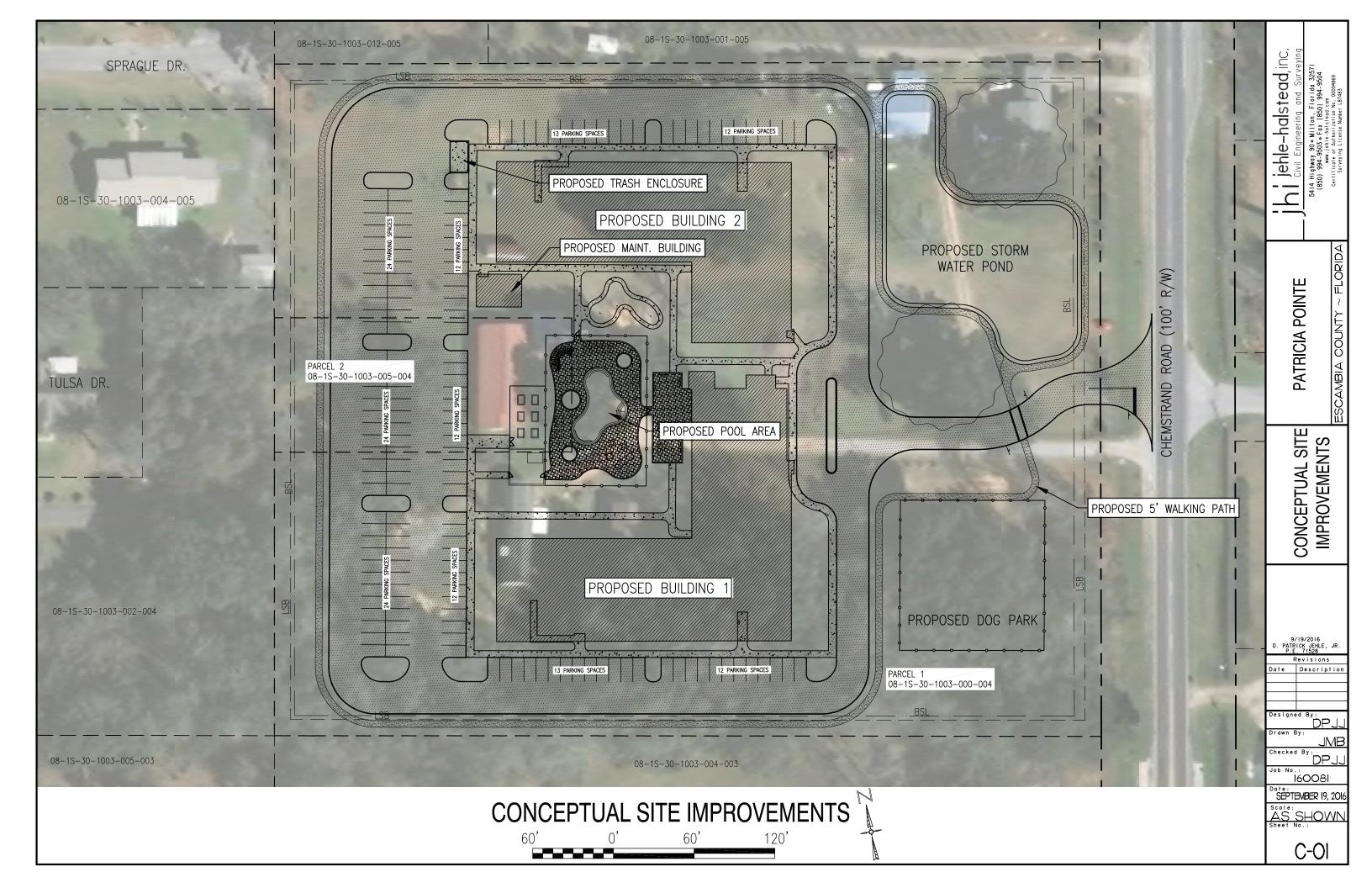
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SEPTEMBER

29, 2006



LEGEND:
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BSL
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Patricia Pointe - Family Development 9701 Chemstrand Road Pensacola, Escambia County, Florida



TYPE I ELEVATION: LEFT



IYPE I ELEVATION: REAR

5310 Fairfield North • Atlanta, Georgia 30338 • Telephone (404)255-5600 • Fax (404)255-1555

Resume of Royal American Companies

Royal American Companies Organizational and Management Approach

Royal American was founded in Panama City, Florida in 1968 by Joseph F. Chapman, III. Following graduation from the University of Florida, College of Law, Mr. Chapman served as Chief General Counsel for the Governor's Office of the State of Florida as well as Chief Counsel for the Florida State Road Board. Returning to Panama City in 1967, Mr. Chapman entered law practice while successfully seeking a seat in the Florida Legislature for two terms. By 1972, Mr. Chapman directed all his time and efforts to the growth of Royal American.

Royal American today consists of three separate companies, vertically organized to provide the greatest degree of product control.

Royal American Development, Inc. is responsible within the Royal American team for all elements of ownership and development of properties. Market identification and research culminating in selection of product type, style and mix through land acquisition, engineering and architectural designs and construction are supervised and coordinated by Royal American Development, Inc. During the past twenty-two years, Royal American Development, Inc has developed more than 112 residential, rental communities.

Eighty-nine (89) of these residential communities have been developed utilizing governmental programs provided through the United States Department of Housing and Urban Development and/or the U.S.D.A., Rural Development.

Ninety-four (94) of these developments, which include over 8,200 residential rental units, are located within the State of Florida.

Forty-four (44) of these residential developments were developed through the utilization of Low Income Housing Tax Credits as administered by the Alabama Housing Finance Authority, the Florida Housing Finance Corporation, the



Resume of Royal American Companies

Georgia Department of Community Affairs Affordable Housing Resource Bank and the North Carolina Housing Finance Agency.

In addition, Royal American Development, Inc. has developed several mixed-income communities throughout the State of Florida including Blairstone at Governor's Square, The Reserve at Kanapaha and The Reserve at Northshore all of which were developed through the Florida Housing Finance Corporation's Multifamily Revenue Bond Program. With experience in virtually every governmental program providing affordable housing, Royal American Development, Inc. has consistently been recognized for its superior performance.

Royal American Construction Co., Inc. is a Licensed General Contractor in several states and has been directly responsible for the construction of more than 112 residential, rental communities since 1968. In addition to the construction of residential communities owned by Royal American Development, Inc., Royal American Construction has built for outside owners as well as acting as the General Contractor for several major developments owned by municipal housing authorities, and as General Contractor for the construction of financial institutions, hotel facilities and other commercial buildings. Royal American Construction's record is that of maintaining the highest possible standards of construction within the industry.

Royal American Management, Inc. today manages 170 properties totaling 15,000 residential rental units. In the past, Royal American Management has been selected by the United States Department of Housing and Urban Development as the Managing Agent for properties controlled by that Agency in the states of Florida, Kentucky, Missouri, North Carolina and St. Croix the U.S. Virgin Islands. And recently, the company has been selected by Florida Housing Finance Corporation as the Preferred Management Company for it's distressed property portfolio. Royal American Management's recognized standard of excellence together with its technical experience in operating one of the most varied portfolios of properties, is recognized throughout the industry.

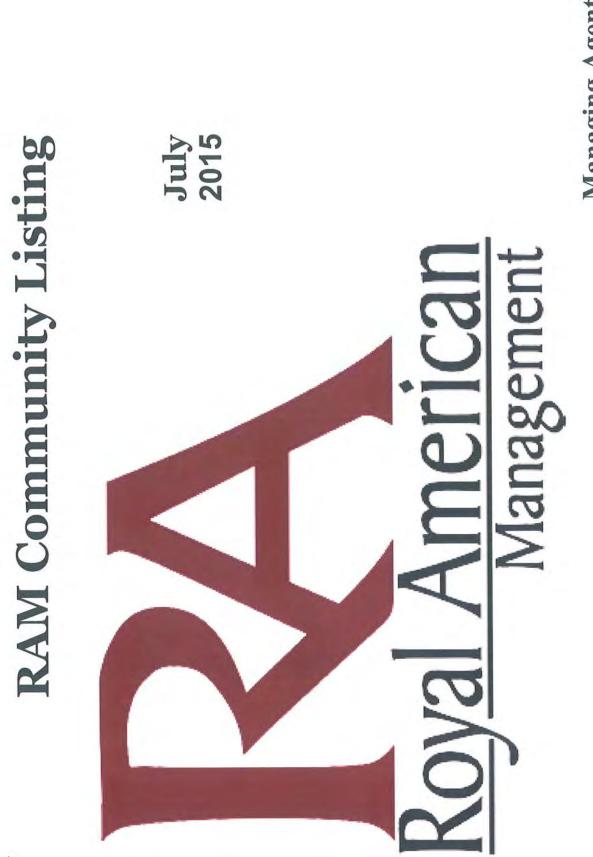


Resume of Royal American Companies

Royal American Development remains as owner/general partner of all 112 residential rental communities developed by Royal American. These properties continue to be managed by Royal American Management. The vertical integration of the three companies provides the foundation of the concept of owner/developer which is carefully nurtured by Royal American. Prior to entering the luxury apartment field, Royal American devoted most of its effort to providing affordable housing in the States of Alabama, Florida, Georgia and North Carolina. Royal American has experience with virtually every major federal and state housing program utilized for the production of affordable housing during the past thirty years. Royal American remains committed to the concept of long term ownership thus insuring the highest quality of design, construction and management for all types of properties developed.

For a complete listing and pictures of Royal American owned properties visit our website www.royal-american.net.





Managing Agent

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Property lype: rehab, new construction, or adaptive re-use.	New Construction	New Construction	New Construction	New Construction	New Construction	New Construction	Existing	Existing	New Construction	New Construction	Existing	New Construction
Has the property been in default on any loan in the last 10 years?	ON	ON	NO	ON	NO	ON	ON	ON	NO	NO	ON	ON
Any outstanding mcorrected noncompliance ? (8823)	ON	ON	ON	ON	NO	ON	ON	ON	ON	ON	ON	ON
Type of Participation: Principal or Agent	Principal	Agent	Principal	Agent	Agent	Agent	Agent	Agent	Agent	JnagA	Agent	Agent
Dates of Participation From (or Current)	1984 To Present	2005 To Present	1984 To Present	10/1/2009 To Present	2004 To 2011 2011 To current	09/01/12 To Present	01/01/13 To Present	12/18/13 To Present	7-1-2015 To Present	02/01/11 To Present	12/01/14 To Present	11/24/14 To Descent
Tax Credits [yes/no]	N	Conventional Bond 100%@ 60% Housing Tax Credit	ON	CONV. Tax Credit JOO%	CONV 9% Tax Credit Georgia Home- Elderly	ON	Tax Credit 100%	QN	Yes	CONV With HUD and Tax Gredit		
Finandng Type	RHS 515	Conventional Bond 100% @ 60% Housing Tax Credit	HUD Conventional Financing	CONV. Tax Credit	CONV 9% Tax Credit Georgia Home-Elderly	HUD Section 8	CONV Family	du H	CONV	CONV With HUD and Tax Credit	Tax Gredit	Tax Credit
Tenant Type Senior Or Family	Family	Family	Family	Senior	Family	Family	Family	Family	Family	Family	Family	Family
# of Units	32	160	70	110	120	197	120	60	56	100	60	60
Apartment Name Address	Abbewood Apts. 402 1/2 Dothan Road Abbeville, AL 36310	Addison Place Apt. 900 Addison Place Drive Crestview, FL. 32536	Alachua Apartments 13605 NW CR 235 P. O. Box 1149 Alachua F1.32616-1149	Amber Gardens 1320 NW 24th St Miami, FL 33142	Antioch Manor 4711 Bishop Ming Blvd Stone Mountain, GA 30088	Aqua Apartments 4505 N. Rome Ave Tampa, FL 33603	Arbor Crest 64 Cleveland Street Quincy, FL 32351	Arcadia Park 2400 Kneece Road Columbia, SC 29223	Ashley Pointe 1714 Greenlawn Dr Beaufort, SC 29902	Bay Pines 801 Licien Kidd Street Bay St. Louis, MS 39520	Autumn Oaks I 250 Willow Oak Drive, Stanford, NC 27330	Autumn Oaks 2 250 Willow Oak Drive, Stanford, NC 27330

additonal property listings available from NED-listing abbreviated due to size constraints

Escambia County, Florida

Request for Local Government Contribution (\$37,500)

Florida Housing Finance Corporation RFA 2016-109: SAIL W/BOND and 4% HC

NAME OF DEVELOPMENT:	The Place @ P Street		
PROPERTY ADDRESS:	1201 N P Street		
	Pensacola, FL 32505		
PARCEL REF NO:	000S00906000115	5	
TYPE OF DEVELOPMENT:	Elderly Family	Special Needs Ho	omeless
TYPE OF CONSTRUCTION:	x New Rehabilita		
TOTAL NUMBER OF UNITS:			
BR SIZES:	56 # 1 BR UNITS	32 # 2 BR UNITS	# 3 BR UNITS
INCOME SET ASIDES:	0 # 50% AMI UNITS	79 # 60% AMI UNITS	9 # 40% ELI UNITS
PROPOSED RENTS:		\$805	\$537
TOTAL DEVELOPMENT COST:	\$15,474,151	COST PER UNIT:	\$175,842.62
SERVICES/AMENITIES TO BE		ervices and amenities as	
OFFERED AT DEVELOPMENT:	County HFA application		6-109 Request for Applications.
PROFIT, OWNERSHIP STRUCTURE, LISTING OF OTHER PROPERTIES DEVELOPED):	company that was cre attached Organization	eated to purchase The Pla nal Chart. Development, Inc. Please	rrpose, Florida limited liability ce @ P Street. Please see e see attached Resume,
PROPERTY MANAGEMENT TEAM INFO:		will be managed by Camb esume and current mana	-
DEVELOPMENT SUMMARY:	housing community to City of Pensacola. To Street. The Property we elevator building with will commit to do so be rented to househousehousehousehousehousehousehouse	that will target the Family the approximate 3.65 ac will offer 1BR and 2BR un h 100% of the units rent for the next 50 years). Sp olds with incomes at or h County with the remain	t new construction affordable ily demographic located in the re site is located at 1201 N F its configured in one, five story ted as affordable housing (and becifically, 90% of the units wil below 60% of the Area Mediar ing 10% of the total units set elow 40% of the Area Mediar

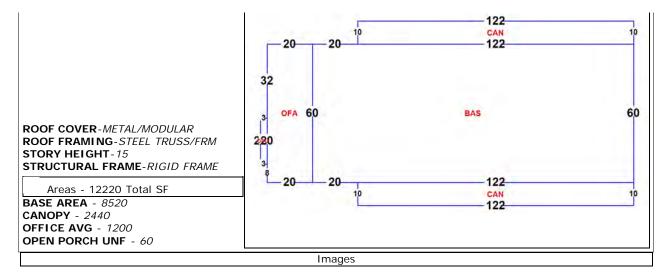
Please complete the above information, using additional sheets as necessary, and include a SITE PLAN and ELEVATION. Forward all forms to Meredith Reeves, 221 Palafox Place, Suite 200, Pensacola, FL 32502 or <u>mareeves@myescambia.com</u> by <u>MONDAY</u>, <u>SEPTEMBER 19, 2016.</u>

Proposed developments will be presented at the October 6, 2016 Escambia County Board of County Commissioners meeting for approval for the Local Government Contribution.

Source: Escambia County Property Appraiser

Navigate Me	ode Account Re	eference 🕈					
General Informa	tion		Asses	sments			
Reference:	000S009060001155	5	Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	151384000		2016	\$74,000	\$32,594	\$106,594	\$106,594
Owners:	CHURCH ON WHEEI	LS INC	2015	\$74,000	\$28,955	\$102,955	\$102,955
Mail:	PO BOX 17453 PENSACOLA, FL 325	522	2014	\$74,000	\$27,921	\$101,921	\$101,921
Situs:	1201 N P ST 32505	i			Disclaime	r	
Use Code:	CHURCH			Amendmen	t 1/Portahi	lity Calcula	ations
Taxing Authority:	COUNTY MSTU						
Tax Inquiry:	<u>Open Tax Inquiry V</u>	<u>Vindow</u>					
Tax Inquiry link co Escambia County	ourtesy of Janet Holle Fax Collector	у					
Sales			2016	Certified Rol	I Exemption	S	
Data			Legal	Description			
Sale Date Book F	Page Value Type	Official Records (New Window)	ALL BL	_K 155 ALL BI DF Q ST JOINI			
11/2003 5301 1	1869 \$198,400 WD	View Instr		NG LTS 15 TO		0 4 11 11 2	
10/2000 4621	863 \$138,000 WD	View Instr	Extra	Features			
	quiry courtesy of Pam Clerk of the Circuit Co		ASPHA CHAIN	LT PAVEMEN ^T LINK FENCE	Г		
Parcel							
Information							
Section Map I d: CA128 Approx. Acreage: 3.7000	- 56 + -	60 (9)	60	60 60	9 9 7 8 30 1	105 134.8	61.5 85 160
Zoned: HDMU	544						244 N P ST 119.25
Evacuation & Flood Information Open Report							119.25
					330		
N ST N ST	175 10 10e	74 5	W BRAINE		50	125	
HORIDA	View Florida Depa	artment of Enviro	nmental	Protection(<u>DEP) Data</u>		

Buildings Address: 1201 N P ST, Year Built: 1958, Effective Year: 1958 Structural Elements DECOR/MILLWORK - BELOW AVERAGE DWELLING UNITS-0 EXTERIOR WALL - BRICK - FACE/VENEER EXTERIOR WALL - MCDULAR FLOOR COVER - CONCRETE - FINISH FOUNDATION - SLAB ABOVE GRDE HEAT/AIR - NONE INTERIOR WALL - DRYWALL - PLASTER NO. PLUMBING FIXTURES - 6 NO. STORIES - 1





4/22/13

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.

	J. David Page (99.99% Interest) The sole member, the person or entity owning this membership intere. SP Place Manager LLC, a Florida Limited Liability Company (0.01% Inte The persons and entity associated with this manager are listed below.	J. David Page (99.99% Interest) The sole member, the person or entity owning this membership interest SP Place Manager LLC, a Florida Limited Liability Company (0.01% Interest) The persons and entity associated with this manager are listed below.
Manager of SP Place LLC:	SP Place Manager LLC, a Florida Limited Liability Company The persons and entity associated with this manager are li	P Place Manager LLC, a Florida Limited Liability Company The persons and entity associated with this manager are listed below.
MANAGER OF APPLICANT:	SP Place Manager LLC, a Florida Limited Liability Company The persons and entity associated with this manager are li	P Place Manager LLC, a Florida Limited Liability Company The persons and entity associated with this manager are listed below.
Officers, Directors, Managers,	, Members, Partners, and Shareholders of the Manager	of the Manager
Sole Member of SP Place Manager LLC:	SP and MS LLC, a Florida Limited Liability Company	ability Company
Managers of SP Place Manager LLC:	SP and MS LLC, a Florida Limited Liability Company J. David Page	ability Company
SOLE MEMBER AND A MANAGER OF SP Plac	ace Manager LLC: SP AND MS LLC, a Florida limited liability company	e Manager LLC: SP AND MS LLC, a Florida limited liability company
Unicers, Directors, Managers,		
Manager of SP and MS LLC:	J. David Page	
Members of SP and MS LLC:	J. David Page	60%
	Stephen W. Page	10%
	Paul W. Page	10%
	ocon oeckinger Michael Molinari	10%
Officers of SP and MS LLC:	Scott Seckinger	Vice President
	Michael Molinari	Vice President

Background:

Southport Development, Inc. is a Florida corporation formed in December 2012. Southport Development, Inc., has the same principals as Southport Financial Services, Inc., formed in 1995, and operates in a similar capacity as Southport Financial Services, Inc.

Southport Development, Inc. Officers and Responsible Personnel:

- President: J. David Page graduated Cum Laude from Harvard University with a degree in economics and did graduate work at the University of Washington. Mr. Page started as a Real Estate Sales Associate and later became a Broker in Tacoma, Washington in 1974. In 1979 Mr. Page started developing single family subdivisions and apartment properties, located primarily in Washington State. Mr. Page built, developed and managed about 5000 conventional apartments. In 1995 Mr. Page founded Southport Financial Services, Inc. Southport expanded Mr. Page's apartment development and acquisition activities focusing primarily on the states of Washington, California, Hawaii, Arizona, New Jersey, New York, Kansas, Missouri, Virginia, Florida, Illinois and the District of Columbia. To date Southport and its affiliates have developed or acquired over 16,000 units of apartments comprising over One billion dollars of development cost. Over 13,000 of these units have involved tax credits and/or tax-exempt bond financing.
- Vice President, Secretary, & Treasurer: Stephen W. Page majored in Business Administration at Washington State University. In 1992 Mr. Page opened his own real estate office, Waterford Properties, Inc. At this time he also helped open and was an associate with Vaughn Bay Construction, Inc. Vaughn Bay Construction, Inc. is involved in single family and multi-family construction, primarily in the state of Washington. As an associate with Vaughn Bay Construction Mr. Page is involved in the development and financial planning for both the single family and multi-family projects, including marketing and rental strategies. He is involved in all phases of development - site development, processing (often including rezoning), financing, land development and construction. Since 1995 he has received tax credit allocations for 10 projects in the state of Washington.
- Vice President: Peter Leach graduated from the University of Washington Law School and was approved to the Washington State Bar in 1968. As an attorney in Seattle at Schweppe, Doolittle, Krug, Tausend, Beezer & Beirle, he was counsel to the largest HUD Developer and Manager in the Northwest, Conifer Developments. He later joined that firm as its President in 1971. In 1973 he was one of the three founders of Security Pacific, Inc., now known as Security Properties, acting as its General Counsel until 1975 when he took over the development division and was responsible for developing and closing the first three 11(b) financed elderly projects in the United States as well as closing nine 221(d) 4 GNMA Tandem transactions representing over 2,500 units in four states until he retired from Security Pacific in 1978. From 1982 through 1984 he was a Vice President of Eastdil Realty where he originated and closed over \$40 million of Historic Tax Credit Equity, primarily for Cornerstone Development Company, a subsidiary of the Weyerhaeuser Company.
- **Vice President:** Scott Seckinger graduated Magna Cum Laude from the Florida State University with degrees in finance and real estate. He is involved in all aspects of the acquisition process for Southport's east coast properties from site identification, design, permitting, and financing to project stabilization. Before joining Southport, Scott worked for a nationally recognized tax credit syndicator responsible for generating new business in real estate tax credit investments, managing client relationships, and overseeing project closings. Since joining Southport in 2006, Scott has been responsible for the development of 34 affordable housing communities comprising nearly 4,000 units.

- <u>Vice President</u>: Michael Molinari holds a Bachelor of Arts from the University of Colorado-Boulder. He is involved in all aspects of the acquisition process for Southport's east coast division from site identification, design, permitting, and financing, closing coordination, construction oversight and project stabilization. Since joining Southport in 2007, Michael has been responsible for the development of 30 affordable developments consisting of more than 3,500 units in Florida and New York. Prior to joining Southport, Michael was an MBA student and Florida Atlantic University.
- Vice President: Paul Fortino graduated from the University Of Notre Dame with a degree in American Studies. He later graduated from the University Of Notre Dame with a Master in Business Administration. He has been the Senior Vice President of Development for Southport Financial Services, Inc. in Tacoma, WA since 2003. His primary focus is Southport's west coast division including WA, OR, and HI. He directs Acquisitions, Rehabilitation Development and New Construction in Western United States. He has negotiated the Syndication of more than \$100 Million in Tax Credit Equity. Closed Transactions in excess of \$200 Million with various financings including Federal and State LIHTCs, Tax-Exempt Bonds for Private Placements, Rated or Credit Enhanced Public Offerings. Leveraged 4% and 9% LIHTCs to Rehabilitate HUD Financed/Subsidized housing, including initial feasibility and coordinating complicated closing procedures required with Chapter 15 rent increases for Section 8 Rental Contracts, LIHPRA, ELIHPRA, Sections 236, 221(d)3 BMIR and Rent Supplement, 223(f) and 221(d)4. Negotiated and Financed Buyouts and Resyndications on LIHTC Properties before Year 15. Experienced Financing Housing with Traditional Equity, Public and Private, including REITs. Testified and Presented to Federal, State and Local Government Officials in open and closed sessions regarding housing needs, policy, risks, community support, zoning issues, and HUD participation. Expertly manage entire development from Land Identification through Stabilization and Asset Management. Interviewed and selected general contractors, architects, engineers, and surveyors and awarded numerous contracts in excess of \$100 Million. He is partner in 8 properties providing 600+ units of Low Income Housing.

As of 07/18/2016

Southport Development, Inc.

Project	Units	Closed	Entity	Program	Section - 8
Brookside Village 1011 Marsh Ave Ft. Myers, FL	50	7/16/2015	SP BV Apartments LLC	4% LITHC, SAIL, ELI, MMRB	50 units
Clearwater Apartments 1000 N Keene Road Clearwater, FL 33755	06	8/21/2014	SP Clearwater Apartments LLC 46-4105812	FHFC 4% Tax Credit, Pinellas County Bond	89 units
Caravel Arms Apartments 4844 NW 24th Court Lauderdale Lakes, FL 33313	110	9/22/2014	SP Caravel Apartments LLC 46-3721296	FHFC 4% Tax Credit, FHFC Bond, SAIL	93 units
The Crossings at Indian Run 3800 SE Gatehouse Circle Stuart, FL 34994	344	11/21/2014	SP Crossings LLC	FHFC 4% Tax Credit, FHFC Bond	n/a
Columbus Court Apartments 2802 Statelite Ct. Tampa, FL 33607	160	6/29/2016	SP CC Apartments	4% LIHTC, FHFC Bond, SAIL	160
Garden Trail 609 Seminole Street Clearwater, FL 33755	76	12/18/2015	Garden Trail Apartments 2013 LLC 37-1743096	FHFC 4% Tax Credit, FHFC Bond, SAIL	n/a
Georgia Arms Apartments 2600 Georgia Ave Sanford, FL	06	4/30/2015	SP GA Apartments LLC	4% LITHC, SAIL, ELI, MMRB	90 units
Harbour Court 266 Peninisular Drive Haines Citv, FL	64	5/20/2015	SP HC Apartments LLC	4% LITHC, SAIL, ELI, MMRB	64 units
Majestic Oaks Apartments 5800 SW 20th Ave Gainesville, FL 32607	172	5/26/2016	SP MO Apartments	9% LIHTC	172
Orangewood Village Apartments 705 South 29th Street Ft. Pierce, FL 34947	60	11/17/2015	Orange Apartments LLC 47-1908034	FHFC 4% LIHTC, FHFC Bond, SAIL	60 units
Parkside Commons 6740 Park Blvd Pinellas Park, FL	60	1/16/2015	SP Parkside Commons LLC	9% LIHTC	n/a
Jackson Heights Apts 3700 Lowry Court Tampa, FL	Ш	2/12/2015	SP Jackson Heights LLC	9% LIHTC	111 units
400 Apartments 400 NW 1st Ave Gainesville, FL 33201	101	2/19/2015	GE4 Apartments LLC	9% LIHTC	101 units
Stevens Duval 605 Ocean Drive Jacksonville, FL	52	7/10/2015	SP SD Apartments LLC	4% LITHC, SAIL, ELI, MMRB	52 units
Spring Manor Apts 2833 7th Street NE Ocala, FL	160	5/20/2015	SP SM Apartments LLC	4% LITHC, SAIL, ELI, MMRB	145 units
Wedgewood Apartments 4921 Wedgewood Dr. West Palm Beach 33417	80	6/9/2016	SP Preservation II LLC	9% LIHTC	80 units
Total Units:	1780				

		6
Borrower Organizational Chart	Southport Development, Inc. a Washington corporation EIN 46-1552160	Officers President: J. David Page Vice President: V. David Page Vice President: Peter H. Leach Vice President: Scott Seckinger Vice President: Michael Molinari Vice President: Paul Fortino Directors J. David Page Stephen W. Page Shareholders J. David Page (99%) Stephen W. Page (1%)
		ζί ζ

Cambridge Management, Inc.

1916 64th Avenue West so Tacoma, WA 98466 so Phone: (253) 564-2619 so Fax: (253) 460-8767

Company History

Cambridge Management, Inc. (CMI) was founded in 1987. It was originally organized as a fee management company and built up a portfolio of 5,000 units by 1991. The projects ranged in size from 80 units to 400 units.

Beginning in 1994 it was decided to only have CMI manage properties in which CMI or its principals and affiliates have an economic interest. The current portfolio has over 9,000 units in 5 states.

CMI is headquartered in Tacoma, Washington with total employment of 138 staff.

Management Staff:

The staff if comprised of a close knit team of quality personnel, all of whom bring years of experience and education. Key staff members include: Sue Baker, President; Stephen Page, Vice President; Jennifer Wood, Director of Property Management and Beth Wilson, Director of Compliance.

A list of properties currently managed by CMI and resumes of key staff are attached

SUSAN L BAKER

SUMMARY OF QUALIFICATIONS

- 30 Years Experience in Property Management
- 15 Years Experience in Tax Credit Compliance
- · Experience in Financial Planning and Budgeting for Multifamily Projects

EDUCATION

1981	University of Puget Sound	Tacoma, WA
BA in Psycholog	D,	
1981 - 1984	University Pacific Lutheran	Tacoma, WA
Graduate Wor	k in Psychology	

PROFESSIONAL EXPERIENCE

1983 - 1987	Rainier Brokers, Inc	Tacoma, WA
Property Mana	iger.	

 Directly responsible for the management of 100 units including single family homes, duplexes and four plexes. Handled leasing rent collections and scheduling of maintenance.

1987 – Present Cambridge Management, Inc Tacoma, WA President

1997-Present Cascade Affordable Housing Consultants Tacoma, WA

Assisted in founding and became president of Cambridge Management, Inc. By 1991 the company was managing in excess of 5,000 units. Over 1,400 of these units were Bond Financed and servicing residents at or below 50% of the local median income. Responsibilities include staffing decisions, overall policy creation and enforcement (including the creation of the policy manual), training of personnel and financial monitoring and planning for the projects. In addition to the basic property management responsibilities, I spend time consulting on over 50 Tax Credit applications as well as monitored project compliance for 30 applications which received an allocation of credits. This has included Placed in Service Compliance, First Year of the Credit compliance and on going project compliance. The expansion of the consulting business led us to form Cascade Affordable Housing Consultants in 1997.

8307 55TH ST. W. • UNIVERSITY PLACE, WA 98467 PHONE (253) 473-4480 • FAX (253) 472-5462 • E-MAIL SUECAHC@AOL.COM

ACCREDITATIONS

Successfully completed IREM 300 – 1988 Successfully completed IREM 400 – 1989 Certified Occupancy Specialist – 1989 Attended COS course as refresher – 1997 Attended WSHFC Compliance Training – October 1997 Certified Credit Compliance Professional – January 1998

STEPHEN W. PAGE

1911 65th Avenue West > Tacoma, Washington 98466 (253) 460-3000 > FAX (253) 564-2762

Mr. Page became involved in real estate when he was a college student. He majored in Business Administration at Washington State University and worked summers for a residential real estate firm, Rainier Brokers, Inc. After leaving college he went to work full time for the Commercial Department of Rainier Brokers, Inc. and assisted in the development of James Center, a 300,000 square foot neighborhood strip center and was involved in the initial leasing of the project. Since his first single-family residential rental purchase in 1976 Mr. Page has maintained and managed a personal real estate portfolio as well as managing for and participating in various real estate partnership ventures.

MANAGEMENT EXPERIENCE

In 1987 Mr. Page helped found and became Vice President of Cambridge Management, Inc. By 1991 Cambridge Management was managing in excess of 5,000 apartment units. Over 1,400 of these units were Bond Financed where portions of the residents were at or below 50% of the median income for the area. As Vice President he was directly responsible for financial planning including budgeting, monitoring property performance and rent strategies.

CURRENT

In 1992 Mr. Page co-founded Vaughn Bay Construction, Inc. (VBC). VBC is involved in single family and multi-family construction, primarily in the state of Washington. Mr. Page is involved in the development and financial planning for both the single family and multi-family projects, including marketing and rental strategies. He is involved in all phases of development - site development, processing (often including rezoning), financing, land development and construction. Mr. Page remains a principal in Cambridge Management, Inc.

CONTINUING EDUCATION

Mr. Page has continued to seek out educational opportunities in the industry including IREM courses 300 and 400, Tax Credit Compliance courses offered by Washington State and in January 1998 he completed the course to become a Certified Tax Credit Compliance Professional offered by Spectrum Seminars.

BETH WILSON

911 65 th Avenue West	Phone: (253) 460-3000	
acoma, WA 98466	e-mail: beth_wilson@msn.com	
SUMMARY OF QUALIFICAT	IONS	
	f all levels of Property Management	
	Tax Credit Project Compliance	
Experience with Financia	al Planning and Budget Preparation	
EXPERIENCE		
1998 - Present	Cambridge Management	Fircrest, WA
1988 - 1991		
Property Manager		
 Directly responsible Washington. 	for the management of over 200 Low Incon	ne Tax Credit units throughout
supervising of Resid		
	aring budget, variance reports and analyzin	
 Developed comprehe 	ensive training program for all Resident Ma	nagers.
1993 - 1998	Citation Management	Fife, WA
Operations Director		
commercial property		er 1 million square feet of
 Involved in tenant le 	ase negotiations	
1991 - 1993	Sterling Investments	Tacoma, WA
Property Manager		
 Managed portfolio o 	f 1500 housing units.	
1984 - 1988	Robert A. McNeil Corporation	Bellevue, WA
Property Manager		
 Hired as a Leasing A becoming Property N 	gent and was promoted through various lev Manager.	vels of management eventually

 Certified Occupancy Specialist, Certified Credit Compliance Professional, Certified Real Estate Broker, Spectrum Training Award Recipient

Jennifer Wood

SUMMARY OF QUALIFICATIONS

- Progressive years of experience in residential property management
- Extensive knowledge of affordable housing programs Tax Credit, project-based Section 8, Section 236, 202PRAC, 811PRAC, Public Housing, HOPE VI, and others
- Experience managing new construction lease-ups and tax credit rehabilitations
- Highly-skilled, creative, resourceful, and diplomatic manager

PROFESSIONAL EXPERIENCE

- 2005- Present Cambridge Management, Inc. Tacoma, WA Director of Property Management
- 2001 2005

5 Allied Group, Inc., Renton, Washington

Portfolio Manager

- Oversee all operations of assigned properties 1,730 units (425 currently under construction) in Puget Sound and Portland/Vancouver markets
- Hire and supervise all on-site management staff
- Write budgets, review financial performance, and provide reports to property owners
- Create policies and procedures for company-wide use as well as specific properties like New Columbia, the Housing Authority of Portland's HOPE VI development located in Portland, Oregon
- Develop management/marketing tools (created current budget workbook and rental market survey spreadsheets used company-wide)
- Write and present proposals for new business

1994 – 2001 G&B Real Estate Services/West Coast Hospitality Corporation, Spokane, Washington Property Manager

- Directed operation of assigned properties in Eastern Washington and Idaho
- Hired and supervised all on-site staff
- Wrote budgets and monthly variance reports
- Supervised corporate compliance department
- Wrote grants for federal drug-elimination programs and service coordination in senior housing

Occupancy Specialist

- Oversaw compliance with Tax Credit, HUD, and other affordable housing programs
- Audited certification paperwork and regulated waiting lists
- Created occupancy policies and procedures
- Trained on-site staff in technical aspects of leasing and housing programs
- Provided company-wide training in fair housing

Community Manager

- Managed all aspects of a transitional housing facility
- Leased apartments, collected rent, and enforced community rules

Jennifer Wood Page 2 of 2

EDUCATION, LICENSES & CERTIFICATES

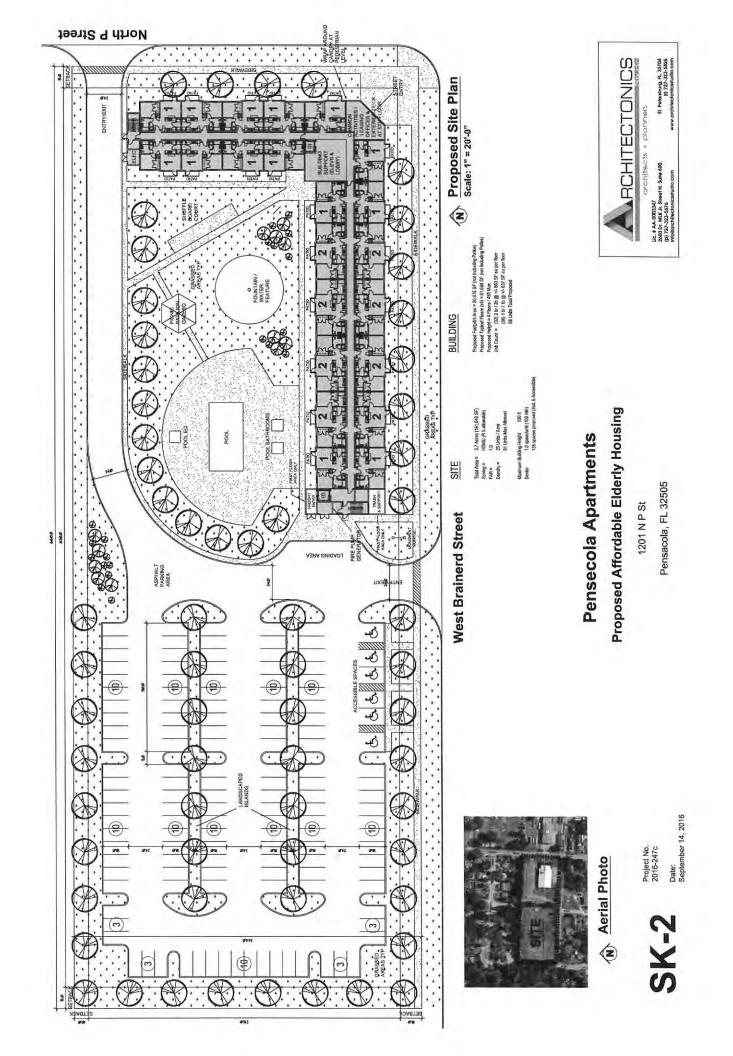
- 1999 Certified Credit Compliance Professional (C3P), Spectrum Seminars
- Certified Occupancy Specialist, National Center for Housing Management (NCHM) Washington State Real Estate Salesperson's License Bachelor of Arts Degree Gonzaga University, Spokane, Washington 1996
- 1996
- 1992

Project Name La Paloma Steinbeck Commons Steinbeck Gardens													die Annahren	ype				10. 10			T.L.M. D	and and and	C	Contraction of the local
ma uk Commons ille Gardens	Git	State	TotalUnits	Year Built	Age	CMI Begun h	Managed by CMI	Current Occupancy	Current	Comments	LIHTC	Sect 8/ HUD	Bond HOME	ME Market	d Assisted Living	30%	c Level(s) per 33% 35%	Most F	45% 50%	rogram	ogram Units Reserved for Specific Populations 60% Elderly/ Disabled Large Farm Home Sentor	Disabled Fa	Iarge Fi	Farm Homeles Worker
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Harbour Court Apartments	Haines City	FL	19	1983	+	2015	-	100%	2%			>				0	0 0	0	0 0	64	0	0	0	0
Palms	Avon Park	FL	52	2010		2010	9	98%	2%		>					0	0 0	11	0 0	41	0	0	0	-
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Pointe	Jacksonville	H	100	1661	25	2015	-	949/6	2%		1						0 0	0	-	100	0	0	0	
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Kawahi Maluwai	Wahiawa	H	118	1978	-	2012	4	0%66	0%0		*	1	>	_		-		0	-	-	0	0	0 0	+
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Cambridge Management Portfolio Data as of U//13/2016	ת רמונוטווט טמש																							
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Project Name	CIIY	State	TotalUnits	Year Built	Age	Began	Years Managed by CMT	Current Occupancy	Current NTR	Comments	LIHTC	Sect 8/ B	Band HOME	ME Market	ef Assisted Living	Income Level(s) per Most Refrictive Program Units Reserved for Specific Populations 30% 33% 35% 40% 45% 80% 60% Entry Intensity Intensity	d(s) per M 35% 4	Most Restrict 40% 45%	tive Progra	gram Units 60% Elderly/ Senior	hits Reserved iv/ Disabled	ed for Spec d Large	Farm Farm	Homeless
Northlake	North Sioux City	SD	40	2011	5	1	S	%86	8%a		`	T	H	H		0 0	0	0	8	31 0	0	0		0
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11	Spokune	WA	64	1972	4:	2001	2	98%	0%4		> `	,	-					0 0 U	+0 C		C ~		24	
1	Moses Luke	WA	26	2000	14	2000	16	100%	4%			t				19 0	0	+	0	0	2	5	0	0
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	Yakima	W.V	26	2006	10	2006	10	100%			>	1	-	+		+	0	-	+	-	S	2	0	2
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Spruce Street II	Yakima	MA	36	2012	4	2012	+	94%	3%		1						0	0 0	18	5 0	0	0	27	G
Summer Ridge Apartments	Lacey	WA	116	1982	34	2014	~	98%a	3%		>		>			H		-	-	-		-		
Surridge Townhomes	Sunnyside	WA	21	2004	12	2004	13	95%	1	4	>	1		-		8 0	0	0 0	10	3 0	4	4	0	4
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	Mattawa	WA	36	2004	12	2004	12	97%	3%		`	H				14 0	0	0 0	18 4	0	-	-	0	-
	Quincv	WA	26	2004	12	2004	12	100%a	4%		, ,	t	~	-		0 0		200	18	00	00	-	-	- 0
Lomason Place II Viola	Vakima	WA	26	2010	4	2010	+ '9	100%	0%		1		-			10 0	0	0 0	13 13	0	0	2	19	5
	Yakima	WA	52	2011	Н	2011	5	94%	· 0%a		,					21 0	0	-	26 5	0.	0	0	39	0 "
Wescott	Suntyside	WA	26	2005	11	2005	11	100%	0%0			>	1			0 0	0 0	0 0	38 0	00	10	~ ~	0	0
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Cambridge Management Portfolio Data as of 07/13/2016

Page 2 of 2





FLORIDA HOUSING FINANCE CORPORATION LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development:

Development Location:

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Escambia	_, commits \$	37,500.00	(which may be
used as an FHFC Non-Corporation Funding Proposal in	an Applicatio	n for FHFC fundin	g if it meets the
required criteria) in the form of a reduced interest rate le	oan to the App	licant for its use so	lely for assisting the
proposed Development referenced above.			

The value of the contribution based on the difference between the face amount of the above-referenced loan and the net present value of its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: \$<u>37,500.00</u>____.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Jack R. Brown

Print or Type Name

County Administrator

Print or Type Title

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. To be considered for points, the amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If the Application is not eligible for automatic points, this contribution will not be considered if the certification contains corrections or 'white-out' or if the certification is altered or retyped. The certification may be photocopied.

Please note: This form may be modified by Florida Housing Finance Corporation per Section 67-60.005, F.A.C.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11049	County Administrator's Report 11. 14.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	CareerSource Escarosa Budget Approval 2016-2017
From:	Tonya Gant, Director
Organization:	Neighborhood & Human Svcs
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the CareerSource Escarosa Budget for Program Fiscal Year 2016-2017 - Tonya Gant, Neighborhood & Human Services Department Director

That the Board approve and authorize the Chairman to sign the Fiscal Year 2016-2017 Budget for Workforce Escarosa, Inc., dba CareerSource Escarosa, in the amount of \$6,438,823.

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) was signed into law in July 2014 by President Obama as a measure to provide renewed commitment to workforce development and is designed to increase opportunities, decrease barriers to employment, and invest in education and career preparation. One primary focus is on the economic growth in the US to enhance global competitiveness as a country.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved as to the form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The CareerSource Escarosa Budget Fiscal Year 2016-2017 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

2016-2017 CareerSource Escarosa Budget



Careersourceescarosa.com 3670-2A North L Street Pensacola, FL 32505 p: 850.473.09391 f: 850.473.0935

Larry Strain Board Chairman September 12, 2016

Cliff J. Krut Executive Director

Grover Robinson, IV, Chairman Escambia County Board of County Commissioners P.O. Box 1591 Pensacola, FL 32591-1591

Dear Chairman Robinson:

Under the Regional Workforce Board Accountability Act (RWBAA), amended by the Florida Workforce Innovation Act, the Chief Elected Officials are required to review and approve the budget for Workforce Escarosa, Inc., dba CareerSource Escarosa.

See attached budget for Program Year 2016-2017.

Please let me know if you have questions or require additional information. As always, thank you for assisting us with CareerSource Escarosa requirements.

Sincerely,

Executive Director

CK/js

Attachment





WORKFORCE ESCAROSA, INC. FISCAL YEAR 2016-2017

AVAILABLE FUNDS

	Allocations FY 2016-2017	Carryovers from FY 2015-2016	Transfers FY 2016-2017	Funding FY 2016-2017
WIOA ADULT	1,070,749	296,220	788,000	2,154,969
WIOA DISLOCATED WORKERS	1,053,435		(788,000)	265,435
WIOA YOUTH	1,161,079	102,901	(,	1,263,980
WIA PERFORMANCE INCENTIVES		,		-
SNAP	212,214			212,214
WAGNER PEYSER PERFORMANCE INCENTIVES				-
UCSERVICES	33,074			33,074
WELFARE TRANSITION PROGRAM	1,271,230			1,271,230
MILITARY FAMILY EMPLOYMENT PROGRAM	78,282			78,282
TOTAL	4,880,063	399,121	-	5,279,184
JOINT MANAGED PROGRAMS:				
WAGNER PEYSER	610,722	20,207		630,929
VETERANS PROGRAMS - DVOP	246,460			246,460
VETERANS PROGRAMS - LVER	282,250			282,250
TOTAL	1,139,432	20,207		1,159,639
TOTAL	6,019,495	419,328		6,438,823

	Proposed Budget FY 2016-2017
INDIRECT COST POOL (ADMINISTRATION)	
Salaries	276,632
Employee Costs	67,529
Retirement	13,832
PEO Fee	63,283
Advertising	1,000
Audit/Tax Returns	27,000
Bank Service Charges	2,200
Communications	2,050
Copier Costa	156
Consulting Services	2,100
Equipment	1,000
Equipment Rental	1,705
Insurance	1,800
Legal Meteriola & Supplice	15,000
Materials & Supplies	3,000
Memberships Postage	4,250
Rent	1,000 37,789
Repairs & Maintenance	313
Maintenance Contracts	3,700
Staff Training	1,000
Travel	14,000
Network Allocation	6,054
Total	546,393
MONITORING/MIS OFFICER	
Salaries	106,371
Employee Costs	22,199
Retirement	5,319
Communications	376
Copier Costs	62
Equipment	500
Equipment Rental	442
Insurance	448
Materials & Supplies	1,500
Rent	15,152
Repairs & Maintenance	126
Maintenance Contracts	94
Staff Training	250
Travel	4,500
Network Allocation	2,422
One-Stop Cost Pool	8,363
Program Management	3,792
Total	171,916

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	Proposed Budget FY 2016-2017
COMPUTER NETWORK COST POOL	
Salaries	100,152
Employee Costs	28,939
Retirement Contribution	5,008
Communications	29,000
Copier Maintenance	35
	10,000
Equipment Rental	221
Insurance Maintenance Contracts	564
Office Materials & Supplies	15,000 1,000
Rent	18,987
Repairs & Maintenance	500
Staff Training	1,320
Travel	4,500
Total Computer Network Cost Pool	215,226
ONE-STOP COST POOL	
Salaries	266,510
Employee Costs	101,770
Retirement Contribution	13,326
Advertising	0
Cleaning Service	6,300
Communications	15,000
Copler Costs	5,600
Equipment	9,000
Equipment Rental	15,462
Insurance Job Folm	12,500
Job Fair s Maintenance Contracts	2,250 16,500
Material & Supplies	20,000
Memberships	4,650
Postage	3,000
Rent	401,334
Repairs & Maintenance	7,000
Security Guards	56,420
Staff Training	750
Assessment - TABE Testing	2,500
Temporary Services	52,782
Travel	5,000
Utilities	12,500
Website	5,280
Computer Network Allocation	205,540

Total One-Stop Cost Pool

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1,240,974

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<u>WIA PROGRAM MANAGEMENT</u> Salaries Employee Costs	180,190 39,746
Employee Costs	-
	-
	39,740
RetIrement	9,010
Communications	188
Copier Maintenance	30
Equipment	1,750
Equipment Rental	221
Insurance	224
Materials & Supplies	2,250
Maintenance Contracts	47
Maintenance and Repairs	63
Rent	7,576
Staff Training	75
Travel	7,000
Computer Network Allocation	1,211
Total	249,581
WIA INTENSIVE SERVICES	
Salaries	278,189
Employee Costs	92,132
Retirement	13,910
Temporary Services	2,300
Communications	1,000
Equipment	1,200
Materials & Supplies	5,760
Maintenance Contracts	0
Travel	4,600
Client Supplies	0
Total	399,081

	Proposed Budget FY 2016-2017	Budget FY 2015-2016	Increase/ (Decrease)
WIOA ADULT PROGRAM		299 <i>2 . 9</i> 9 9 9 9 9 9 9	
Funding	2,154,969	2,430,092	(275,123)
Administrative	215,497	242,302	(26,805)
Escarosa's Program Costs Monitoring	14,473	17,525	(0.050)
Management Information System	11,090	111040	(3,052) 11,090
Program Management	108,128	160,409	(52,281)
Total	133,691	177,934	(44,243)
One-Stop Casts	397,495	510,719	(113,224)
Intensive Services	297,101	371,652	(74,551)
Direct Client Support			
On the Job/Employed Worker Training	40,000	50,000	(10,000)
Other Classroom Supplies	45,000	38,000	7,000
Other Support Services	25,000	40,000	(15,000)
Tuition & Books	801,185	982,824	(181,639)
Total	911,185	1,110,824	(199,639)
Future Projects/Carryforward	200,000	0	200,000
Special Projects			
Century Chamber of Commerce		16,661	(16,661)
Total	0	16,661	(16,661)
Total WIA Adult Program	2,154,969 -	2,413,431	(258,462)
WIA DISLOCATED WORKER PROGRAM			
Funding	265,435	414,969	(149,534)
Administrative	26,544	41,497	
Escarosa's Program Costs Outreach/Recruitment	20,044	71,407	(14,953)
Support Services Specialist			0 0
Monitoring	2,315	4,356	(2,041)
Management Information System	1,775	1,000	1,775
Program Management	12,795	19,962	(7,167)
Total	16,885	24,318	(7,433)
One-Stop Costs	40,290	73,112	(32,822)
Intensive Services	84,106	104,153	(20,047)
Direct Client Support			
On the Job/Employed Worker Training	2,000	4,000	(2,000)
Other Classroom Supplies	2,000	2,000	0
Other Support Services	2,000	3,000	(1,000)
Tuition & Books ITA Incentives	91,610	162,889	(71,279)
Total	0 07 Å10	171 990	0
Total WIA Dislocated Workers	97,610 265,435 -⁄	171,889 414,969	(74,279)
	200,400	414,000	(149,534)

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	Proposed Budget FY 2016-2017	Budget FY 2015-2016	increase/ (Decrease)
WIOA YOUTH PROGRAM			
Funding	1,263,980	1,104,638	159,342
<u>Administrative</u> Escarosa's Program Costs	32,009	16,163	15,846
Monitoring Management Information Services	29,377 20,109	27,383	1,994 20,109
Program Management Sponsorships	3,872	3,937 5,000	(65) (5.000)
Eligibility Total	<u>17,874</u> 71,232	18,780 55,100	(906) 16,132
One-Stop Costs	15,270	12,894	2,376
Service Provider Contracts			
Escambia Co. School District (2014-2015) Santa Rosa Co. School District (2014-2015)		1,805 3,048	(1,805) (3,048)
Santa Rosa Co. School District Escambla Co. School District Children's Home Society	307,000 207,352 515,648	235,365 295,469 441,094	71,635 (88,117) 72,604
Total	1,030,000	<u>441,984</u> 977,671	73,664 52,329
Future Projects/Canyforward	115,469	42,810	72,659
Total WIA Youth	1,263,980 -	1,104,638	159,342

	Proposed Budget FY 2016-2017	Budget FY 2015-2016	Increase/ (Decrease)
WELFARE TRANSITION PROGRAM			
Funding	1,271,230	1,178,488	92,742
Administrative	125,047	111,688	13,359
Escarosa's Program Costs			
Monitoring	29,195	31,743	(2,548)
Program Management (One-Stop Related)	67,621	31,298	36,323
Total	96,816	63,041	33,775
One-Stop Costs	386,377	218,152	168,225
Program Services		<u></u>	
Salaries	357,426	439,497	(82,071)
Employee Costs	137,422	147,374	(9,952)
Retirement	17,871	21,544	(3,673)
Client Supplies	1,000	500	500
Copler Maintenance	1,200	925	275
Equipment	10,000	5,100	4,900
Equipment Rental	2,426	3,087	(661)
Insurance	1,200	1,012	188
Maintenance and Repairs	500	250	250
Office Supplies & Expense	12,000	9,200	2,800
Postage	1,000	1,000	0
Rent	12,566	32,592	(20,026)
Staff Training	150	100	50
Travel	7,000	5,000	2,000
Work Verification	1,200	1,000	200
Electronic Timesheet System	2,000	1,500	500
Computer Network Allocation		15,926	(15,926)
Total	564,961	685,607	(120,646)
Direct Client Support			
Support Services	10,000	10,000	0
Transportation Support Services	88,029	90,000	(1,971)
Total Direct Client Support	98,029	100,000	(1,971)
Total Welfare Transition Program	1,271,230 -	1,178,488	92,742

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	Proposed Budget FY 2016-2017	Budget FY 2015-2016	Increase/ (Decrease)
SNAP			
Funding	212,214	191,485	20,729
Administrative	21,374	10,404	10,970
Program			A VEST ALI - A BANKARI MANA - A VEST AND A A A A A A A A A A A A A A A A A A
Salaries	66,560		66,560
Employee Benefits	25,532		25,532
Retirement	3,328		3,328
Temporary Services	33,728		33,728
Copier Expenses	300		300
Equipment Rental	662		662
Equipment	300		300
Postage	300		300
Maintenance & Repair	75		75
Supplies	1,500		1,500
Travel	1,500		1,500
Monitoring	5,770	5,476	294
One-Stop Cost Pool	34,376	62,024	(27,648)
Program Management	16,909	14,755	2,154
Contracts	Q	98,000	(98,000)
Client Support Services	0	826	(826)
Total	190,840	181,081	9,759
Total SNAP Funds	212,214	191,485	20,729
UNEMPLOYMENT COMPENSATION SERVICES			
Funding	33,074	35,637	(2,563)
Administrative	2,933	3,145	(212)
Program			
Universal Services	30,141	32,492	(2,351)
Total UC Services	33,074/	35,637	(2,563)

WORKFORCE ESCAROSA, INC. FY 2016-2017 BUDGET Joint Managed Programs

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	Proposed Budget FY 2016-2017	Budget FY 2015-2016	Increase/ (Decrease)
WAGNER PEYSER		, 1999 - Mile Marine, Barrier, Barrier, Barrier, Barrier, Marine, Marine, Marine, Marine, Marine, Marine, Barri	
Funding	630,929	660,351	(29,422)
Administrative Escarosa Program Costs	63,429	66,035	(2,606)
Monitoring Management Information System	18,579 11,256	19,046	(467)
Program Management (One-stop related) Total	15,336	19,259	11,256 (3,923)
<u>One-Stop Costs</u>	45,171	38,305	6,866
Allocation	<u>143,084</u> 143,084	<u> </u>	(13,265) (13,265)
DEO Staff Support		n - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 	(13,200)
Salaries & Benefits (Paid by DEO) Equipment	369,295 1,700	391,715 822	(22,420) 878
Background Checks Cell Phones	0	125	(125)
Materials & Supplies	250 4,000	250 4,500	0 (500)
Travel Total	4,000 379,245	2,250 399,662	1,750
			(20,417)
Total Wagner Peyser	630,9297	660,351	(29,422)

MILITARY FAMILY EMPLOYMENT PROGRAM

<u>Funding</u>	78,282	78,232	50
Administrative	7,917	7,712	205
Program Costs			
Salaries & Benefits	47,383	47,614	(231)
Program Management	7,982	8,072	(90)
One-Stop Costs	9,361	9,700	(339)
Equipment	750	1,245	(495)
Office Supplies & Expense	1,314	1,389	(75)
Staff Training	75	. 0	75
Travel	3,500	2,500	1,000
Total Program costs	70,365	70,520	(155)
Total Military Family Employment	78,282	78,232	50

WORKFORCE ESCAROSA, INC. FY 2016-2017 BUDGET Joint Managed Programs

**

	Proposed Budget FY 2016-2017	Budget FY 2015-2016	Variance
VETERANS PROGRAMS - DVOP			
Funding	246,460	242,985	3,475
Administrative	23,806	24,298	(492)
Escarosa Program Costs Monitoring	7,962	6,348	1,614
Management Information System	4,824		4,824
Program Management (One-stop related)	6,573	7,225	(652)
Total	19,359	13,573	5,786
One-Stop Costs			· · · · · · · · · · · · · · · · · · ·
Allocation	88,400	97,811	(9,411)
Net	88,400	97,811	(9,411)
DEO Staff Support			
Salaries & Benefits (Paid by DEO)	111,695	102,178	9,417
Background Checks	0	125	(125)
Equipment	300	1,000	(700)
Materials & Supplies	2,500	2,500	0
Travel Total	500	1,500	(1,000)
lotal	114,895	107,303	7,592
Total	246,4607	242,985	3,475
VETERANS PROGRAMS - LVER			
Funding	282,250	246,611	35,639
Administrative	27,833	23,145	4,688
<u>Escarosa Program Costs</u> Monitoring	7,962	6,348	1,614
Management Information System	4,824	Ų ₁ 0×r¢	4,824
Program Management (One-stop related)	6,573	7,225	(652)
Total	19,359	13,573	5,786
One-Stop Costs	Bill Miching Research and Michigan Street Street		
Allocation	87,814	92,804	(4,990)
Net	87,814	92,804	(4,990)
DEO Staff Support			<u>, ,,,,,,,</u>
Salaries & Benefits (Paid by DEO)	142,944	111,764	31,180
Background Checks	Q	125	(125)
Equipment	300	500	(200)
Materials & Supplies	2,500	2,200	300
Travel	1,500	2,500	(1,000)
Total	147,244	117,089	30,155
10(8)	γ -τ 1 <u>τ</u> -τ -τ		



careersourceescarosa.com 3670-2A North L Street Pensacola, FL 32505 p: 850.473.0939 | f: 850.473.0935

Larry Strain

Workforce Escarosa, Inc. dba CareerSource Escarosa Budget for Fiscal Year 2016-2017 (July 1, 2016 -Board Chairmar June 30, 2017) has been reviewed and approved as attested by placement of our signatures and authorization below.

Cliff J. Krut **Executive Direct**

CareerSource Escarosa

hairman: Larry Strain

CareerSource Escarosa

Executive Director: Cliff Krut

ATTEST: Pam Childers Clerk of the Circuit Court

By:

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

BY:

Grover C. Robinson, IV, Chairman

Approved as to form and legal sufficiency. CA By/Title Date: 09.13.







BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11058	County Administrator's Report 11. 15.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Approval of Agreement Between Escambia County and Andrea Minyard, M.D., District 1 Medical Examiner
From:	Amy Lovoy, Assistant County Administrator
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

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

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

A. Approve the State of Florida, County of Escambia, Agreement between Board of County Commissioners and District 1 Medical Examiner, Andrea Minyard, M.D., for Medical Examiner Services for Escambia County, Florida, effective for one year from October 1, 2016, through September 30, 2017, in the amount of \$872,370, to be paid from the General Fund (001), Cost Center 410201;

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

C. Authorize the issuance of the necessary Purchase Order.

BACKGROUND:

The current Agreement with the District 1 Medical Examiner expired on September 30, 2016. The new agreement will expire on September 30, 2017.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2016/2017 General Fund (001) Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of this Agreement and the necessary purchase order.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Medical Examiner Agreement FY 16-17

STATE OF FLORIDA COUNTY OF ESCAMBIA

AGREEMENT BETWEEN BOARD OF COUNTY COMMISSIONERS AND DISTRICT I MEDICAL EXAMINER ANDREA MINYARD, M.D., FOR MEDICAL EXAMINER SERVICES FOR ESCAMBIA COUNTY, FLORIDA

THIS AGREEMENT is made and entered into on this 1st day of October, 2016, by and between Escambia County, Florida, a political subdivision of the State of Florida, its successors and assigns, through its Board of County Commissioners, with administrative offices at 221 Palafox Place, Pensacola, Florida 32502, (hereinafter referred to as the "County"), and Andrea Minyard, M.D., District I Medical Examiner of the State of Florida, with administrative offices at 5151 North 9th Avenue, Pensacola, FL 32504 and a federal tax identification number of 54-2143487 (hereinafter referred to as the "Medical Examiner").

WITNESSETH:

WHEREAS, pursuant to Chapter 406, Florida Statutes, Andrea Minyard, M.D., has been appointed District Medical Examiner by the Governor in and for Medical Examiner District I of the State of Florida; and

WHEREAS, Chapter 406, Florida Statutes, requires the Board of County Commissioners of each county within a Medical Examiner District to establish and to pay the reasonable salary, fees, and expenses of the Medical Examiner and associate medical examiners; and

WHEREAS, the Board of County Commissioners has determined that it is in the best interests of Escambia County that the County enter into an Agreement with the Medical Examiner for the performance as an independent contractor of her statutory duties in Escambia County; and

WHEREAS, the County and Medical Examiner have agreed to execute this Agreement for the purposes of setting the terms and conditions of such employment as required under Section 406.06, Florida Statutes.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the promises of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 Recitals

- **1.1** The recitals and all statements contained herein are incorporated into and made a part of this Agreement.
- **1.2** All previous agreements entered into between the County and the Medical Examiner are hereby terminated and replaced by this Agreement.

ARTICLE 2 Scope of Services

2.1 The Medical Examiner shall provide the professional services described in the Scope of Services, attached hereto as "Exhibit A" and incorporated by reference herein, to assist the County in complying with Chapter 406, Florida Statutes.

- 2.2 The Medical Examiner shall perform the services for Escambia County required of her by Florida law and the regulations of the Florida Department of Law Enforcement. She is authorized to appoint such associate medical examiners, investigators, and other staff personnel as are reasonably necessary to assist her in the performance of this Agreement; provided, however, during its term, she shall not engage more staff than provided for in the approved County budget for Fiscal Year 2016/2017 without first obtaining approval of the County.
- **2.3** Unless otherwise specified, these services shall be completed in accordance with the standard care in the profession of medicine at the time such services are rendered, or in accordance with the State of Florida statutory standards, as applicable.
- 2.4 Such medical examiner services, generally, shall include those professional services performed pursuant to Chapter 406, Florida Statutes by a licensed pathologist, her employees, subcontractors, and any other services specifically included herein.
- 2.5 Medical Examiner District I is an independent special district created for the restricted purposes set out in Chapter 406, Florida Statutes, and the Medical Examiner is a district officer of the State of Florida.
- 2.6 The Medical Examiner as head of Medical Examiner District I, an agency of the State of Florida as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for her negligent acts or omissions or tortuous acts and for those of the district's employees, authorized agents, or representatives which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by Medical Examiner District I or the County to which sovereign immunity applies. Nothing herein shall be construed as consent by Medical Examiner District I or the County to be sued by third parties in any matter arising out of this Agreement.
- 2.7 The parties understand and agree that the Medical Examiner shall provide to the County the services required herein as an independent contractor and shall not be considered for any purpose an employee, agent, joint venturer, or partner of the County.

ARTICLE 3 Subcontractors

3.1 The County approves the use of subcontractors by the Medical Examiner. In the event the Medical Examiner, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates not presently employed her, the County may require the prior written approval before employment of such persons unless such personnel are already included in the current Medical Examiner District I budget.

ARTICLE 4 Term of the Contract and Time Requirements

4.1 This Agreement shall become effective October 1, 2016, and will remain in effect until terminated by the County pursuant to Article 8.1, or until expiration of the Agreement on September 30, 2017. It may be renewed by the parties subject to an annual appropriation of the Board of County Commissioners. The Medical Examiner shall promptly begin and shall diligently provide the professional services contemplated herein in accordance with the Scope of Services, provided in "Exhibit A".

- **4.2** These services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.
- **4.3** Prior to beginning the performance of any services under this Agreement, the Medical Examiner must receive in writing a Notice to Proceed from the County's Contract Administrator.

ARTICLE 5 Compensation and Method of Billing and Payment

- **5.1** <u>**Compensation**</u>: The County agrees to pay the Medical Examiner, as compensation for her professional services. As consideration for the services to be provided for herein, the County's compensation shall not exceed the County's approved annual budget for Medical Examiner services and all amendments thereto for Fiscal Year 2016/2017.
 - **5.1.1** The annual budget for Fiscal Year 2016-2017 approved by County prior to any amendments is Eight Hundred, Seventy Two Thousand, Three Hundred, Seventy and 00/100 dollars (\$872,370.00).
 - **5.1.2** The Medical Examiner shall comply with the spending limitations imposed by the annual budget as provided herein and authorized by the Escambia County Board of County Commissioners. If, however, extraordinary events should occur including, but not limited to, a man-made or natural mass casualty incident, which could not reasonably be contemplated at the time the annual budget was approved, the Medical Examiner may submit a budget amendment to the County for approval by the Escambia County Board of County Commissioners. The annual budget may only be amended upon mutual written agreement of the Parties.
- 5.2 <u>Compensation Schedule</u>: The compensation schedule, as used herein, shall mean the charges for those tasks performed by the Medical Examiner pursuant to Chapter 406, Florida Statutes.
 - **5.2.1** Such compensation shall include the Medical Examiner's salaries of professional and administrative staff, sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, unemployment compensation insurance, retirement benefits, medical and insurance benefits, air travel, auto travel, telephone, facsimile, reproduction costs, other routine office overhead expenses, profit, and all other professional fees, costs, and expenses of every type.

5.3 Method of Billing and Payment:

- (a) The Medical Examiner shall be paid monthly for budgeted salaries, fees, and expenses. However, any such payments shall not be made more frequently than once a month. The Medical Examiner shall submit monthly invoices with documentation of actual expenditures, with the exception of professional fees. Professional fees will be billed in twelve equal monthly installments of the appropriate budgeted amount. Upon review, the County shall pay all eligible salaries and expenses for that month. Any portion of the budgeted amount not used by the Medical Examiner shall be retained by the County at the end of the fiscal year, once final payment has been made for invoiced expenses.
- (b) Payments for operating expenses shall be made monthly for properly incurred expenses as budgeted during that month; provided, however, that any monies

paid for legal services expenses shall be a portion of a discreet sum-certain annually budgeted expense amount and shall not entitle the Medical Examiner to additional payment beyond that stated amount. Under no circumstances is this section to be interpreted as to provide for an indemnification by the County for attorney fees or other legal costs incurred by the Medical Examiner.

- (c) The County agrees that it shall pay the Medical Examiner within twenty (20) business days of receipt of the Medical Examiner's statement provided that the invoice is correct and is consistent with the terms of this Agreement.
- 5.4 <u>Additional Services and Changes in the Scope of Services</u>: The County or the Medical Examiner may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the laws of the State of Florida and the policies of the County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

5.5 Notices:

- (a) Any notice, invoice, payment, or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.
- (b) Unless otherwise notified in writing of a new address, all notices, payments, and invoices shall be made to each party at the below listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a change of address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.
- (c) Payments and notices to the Medical Examiner shall be sent to:

Andrea Minyard, M.D. District Medical Examiner Gulf Coast Autopsy Physicians, P.A. P. O. Box 10981 Pensacola, FL 32524-0981

(d) Invoices to County shall be sent to: Notices to County shall be sent to:

Stephan Hall, Budget Manager Mgmt. & Budget Services Dept. P. O. Box 1591 Pensacola, Florida 32591

Jack R. Brown County Administrator P. O. Box 1591 Pensacola, Florida 32591

ARTICLE 6 Cooperation of the County

- 6.1 It shall be the obligation of the County to provide the Medical Examiner with all reasonably required resources pursuant to Chapter 406, Florida Statutes necessary to successfully carryout the duties of her office.
- 6.2 The County shall give prompt written notice to the Medical Examiner whenever the County observes or otherwise becomes aware of any development that affects the scope of timing or the Medical Examiner's services, or any defect in the work of the Medical Examiner.

ARTICLE 7 Contractor's Responsibilities

- 7.1 The Medical Examiner shall not discriminate against any employee or applicant for employment because race, color, religion, sex, age, national origin, disability or martial status. The Medical Examiner shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Medical Examiner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the personnel officer setting forth the provisions of this equal opportunity clause.
- 7.2 The Medical Examiner and her employees, agents, and any subcontractors and their employees and agents shall be deemed to be independent contractors and not agents or employees of the County; shall not attain any rights or benefits under Escambia County Civil Service or retirement or health benefits of the State of Florida through the County or any other right generally afforded to County classified or unclassified employees, and furthermore, shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the County.

<u>ARTICLE 8</u> <u>General Provisions</u>

8.1 <u>Termination</u>:

- (a) This Agreement may be terminated by either party for cause, or by the County for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination date.
- (b) Termination for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable State of Florida rules, laws, regulations, and County ordinances, and failure to perform in a timely manner any provision of this Agreement.
- (c) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. The Medical Examiner shall be paid the pro rata share of her salary, fees, and expenses through the date of the termination of this Agreement.

8.3 Records:

- (a) The Medical Examiner shall keep records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries charged to this Agreement and for any expenses for which the Medical Examiner expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of salary, any fees, or expenses based upon such entries.
- (b) The Medical Examiner acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant Chapter 119, Florida Statutes, as amended. In the event the Medical Examiner fails to abide by the provision of Chapter 119, the County may without prejudice to any right or remedy and after giving the Medical Examiner seven (7) days written notice, during which period the Medical Examiner still fails to allow access to such document, terminate the employment of the Medical Examiner. In such case, the Medical Examiner shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing to the Medical Examiner (excluding monies owed the Medical Examiner for subcontractor work).
- 8.4 <u>Assignment</u>: This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the Medical Examiner, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.
- 8.5 **Insurance:** The Medical Examiner is required to carry the following insurance:
 - (a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.
 - (b) Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
 - (c) Professional Liability with \$1,000,000 per occurrence minimum limit.
 - (d) Florida statutory workers' compensation and employers' liability with employers' liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.
 - (e) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A-"rated with a minimum financial size of VII, according A.M. Best Key Rating Guide, Latest Edition. Liability policies shall be underwritten on the occurrence basis, except the professional impairments coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insured" on all liability policies (except professional liability). Certificates of insurance shall be provided to the Office of Management and Budget Post Office Box 1591, Pensacola,

Florida 32597-1591. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

8.6 <u>Representative of County and Medical Examiner</u>:

- (a) It is recognized that questions in the day-to-day conduct of this contract will arise. The Contract Administrator, upon request by the Medical Examiner in writing, shall state the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.
- (b) The Medical Examiner shall inform the Contract Administrator in writing to whom matters involving the conduct of the Agreement shall be addressed.

8.7 All Prior Agreements Superseded:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 8.8 <u>Truth-in-Negotiation Certificate</u>: The signing of this Agreement by the Medical Examiner shall act as the execution of a truth-in-negotiation certificate stating that salary rates and other costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual costs. Such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 8.9 <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.
- 8.10 <u>Gratuities</u>: Neither the Medical Examiner nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Medical Examiner acknowledges knowledge of the State of Florida's ethics applicable to the Medical Examiner; the Medical Examiner agrees to abide with such statutes.
- 8.11 <u>Conflict of Interest</u>: The Medical Examiner hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with her performance, which it believes that any officer, employee, or agent of the Medical Examiner now has or will have. The Medical Examiner shall make disclosure contemporaneously with the execution of this Agreement and at any time thereafter that

such facts become known to the Medical Examiner. The Medical Examiner at all times shall perform her obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement.

- 8.12 <u>Survival</u>: All other provisions, which by their inherent character, sense, and contest are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- **8.13 Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.
- 8.14 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words no otherwise defined that have well-known technical or industry meaning, are used in accordance with such recognized meaning. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
 - (a) If the Medical Examiner discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Medical Examiner shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
 - (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 8.15 <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.
- 8.16 <u>Compliance with Laws</u>: The Medical Examiner shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Medical Examiner shall observe all laws, rules, and regulations of federal, state, and local officials relating to the subject matter of this Agreement.
- **8.17 Participation in Other Proceedings:** At the County's request, the Medical Examiner shall allow itself to be joined as a party in any legal proceeding that involved the County regarding any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.
- 8.18 <u>Further Documents</u>: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

No Waiver: The failure of the Medical Examiner of the County to insist upon the strict 8.19 performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by its duly authorized Chairman and Andrea Minyard, M.D., Medical Examiner for Medical Examiner District I of the State of Florida.

COUNTY:

		ESCAMBIA COUNTY, FLORIDA a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.
ST:	Pam Childers Clerk of the Circuit Court	By: Grover C. Robinson, IV, Chairman Date:
Depu	ty Clerk	BCC Approved:
		MEDICAL EXAMINER: ANDREA MINYARD, M.D., the duly appointe Medical Examiner for Medical Examiner District I o the State of Florida.
Witness		By: Andrea Minyard, M.D.
Witness		Date:

This document approved as to form and
legal sufficiency
J J J J J J J J J J J J J J J J J J J
By A (M) (A)
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ALII
Date 9/14/110
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v

(SEAL)

ATTEST:

Exhibit "A"

SCOPE OF SERVICES

The Medical Examiner shall perform all the statutory duties set out in Chapter 406, Florida Statutes as the Medical Examiner for Escambia County.

The professional services provided to Escambia County by the Medical Examiner shall include, but are not limited to the following:

- 1. Performing medico-legal autopsies.
- 2. Performing medico-legal observations.
- 3. Performing medico-legal investigations.
- 4. Approving all cremation/burial-at-sea/scientific donation requests.
- 5. Examining selected death scenes.
- 6. Teaching law enforcement, emergency responders, and forensic science students.
- 7. Being available for consultation 24 hours/day, 7 days/week, including holidays.
- 8. Conducting monthly meetings for law enforcement and prosecutors when fully staffed.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11057	County Administrator's Report 11. 16.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Approval of Miscellaneous Appropriations Agreement
From:	Amy Lovoy, Assistant County Administrator
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning of the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreement for Keep Pensacola Beautiful, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Keep Pensacola Beautiful, Inc., in the amount of \$40,000, to be paid from the Solid Waste Management Fund (401), Cost Center 230314, Account 53401;

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize this Contractual Agreement and establish the source documents by which payment can be made, Board approval of this Agreement is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2016/2017 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Keep Pensascola Beautiful Agreement FY 16-17

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND KEEP PENSACOLA BEAUTIFUL, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Keep Pensacola Beautiful, Inc., a non profit corporation authorized to do business in the State of Florida, with a principal address of 3303 North Davis Highway, Pensacola, Florida 32503 and a Federal Tax Identification Number of 59-1863230 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves as a vital source of environmental action which preserves and protects the County's natural resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's Solid Waste Management Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$40,000.00 to conduct the program generally described as:

Keep Pensacola Beautiful, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016, and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$40,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED: _____

KEEP PENSACOLA BEAUTIFUL, INC.

Ву: _____

Title: _____

Attest:

Secretary

This document approved as to form and		
legal sufficiency.		
By AMYOU		
Title + C+		
Date 9/10/10		

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Keep Pensacola Beautiful, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF KEEP PENSACOLA BEAUTIFUL, INC......\$ 40,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Keep Pensacola Beautiful, Inc.

- Beautification through free "Clunker Car and Appliance Removal" and "Adopt-A-Spot" programs.
- Write, publish and distribute our newsletter 3 times a year to approximately 4,000 residents in the County.
- Removes litter from Community streets, county parks, and various neighborhoods six mornings a week, utilizing Court Ordered Community Service volunteers.
- Assists neighborhood associations with cleanup projects by providing guidance, advice, resources, and labor (when possible).
- Coordinates the annual "Great American Cleanup" for the County. Event focuses on neighborhood cleanups, illegal dumpsite cleanups, recycling, and beautification projects.
- Assist the County's Community Redevelopment Agency in conducting weekly litter/debris site cleanup within the CRA designated areas.
- In conjunction with the Federation of Garden Clubs, we coordinate the annual Campus Pride competition and Clean & Green Cleanup Days schedule with Escambia County Schools.
- Coordinate with County's Code Enforcement Officers to assists the elderly, handicapped, etc.
- Manage the "Thumbs-Up" and "Proud Neighborhood" awards program, identifying area residences and businesses who exhibit real concern for their property's appearance through landscaping and maintenance.
- Beautification projects; tree giveaway in coordination with Florida Department of Forestry through grant.
- Coordinate with County schools in their plastic bottle recycling programs.
- Abandoned Cemetery Cleanup: AME Zion, Magnolia, Mt Zion, and John the Baptist. Provide planning, supervision, volunteers, equipment, etc.
- Remove litter from county roads 2-3 times per week and

neighborhoods as requested

- Provide Individual Assistance per request of County Code Enforcement Officers to assists elderly, disabled, or indigent with property maintenance or illegal dumping.
- Downtown Christmas Decorations no charge to move decorations from the Port of Pensacola to the light poles and back
- Coordinate the annual Great American Cleanup for the County. Events focus on litter awareness, instilling community pride through neighborhood cleanups, cleanup of nature paths, removal of illegal dumpsites, recycling, and beautification projects. Provide volunteers trash bags, EZ Reachers, buckets and safety vests.

- Clean Sweeps No charge to assist with HHW and tire pickup
- Adopt-A-Park Supervise volunteers who adopt a park and clean once a month. Disposal of organic debris and trash
- Illegal dump site pickups
- Tires collected from roadside and disposed of (365 last year)
- Trash disposal fees
- Tire Disposal Fees
- Litter Free Events (no charges to assist Alzheimer and Heart Walk cleanups)
- Education America Recycles Day annual event
- Maintain website focusing on litter, recycling resources, volunteerism in Escambia County
- Provide educational e-newsletter to county residents and volunteers. Volunteer event notification for subscribers.
- Recognize volunteers via social media, letters of appreciation, and certificates.
- Supervise Community Service workers and process paperwork for documentation of hours
- Host large scale community volunteer events
- Host ECUA Oil and Grease Recycling station. Provide additional educational brochures at the site.
- Assist neighborhood associations with cleanup projects by providing guidance, advice, resources, and volunteers.
- Provide drop off service for residents for recycling of electronics, cell phones, cardboard, tires, ink/laser cartridges, batteries, and hazard waste materials
- Educate citizens on what items are recyclable via e-newsletter and various social media mechanisms
- Recycle ink cartridges picked up from area businesses and

Department of Juvenile Justice.

- Pay administrative costs and insurance for processing of Community Service (CS) workers
- Pay administrative costs associated with applications for additional grant funds from corporations in support of litter, beautification and recycling.

- Motivated individuals to perform 3047 volunteer hours valued at \$70,294.
- Converted mandatory court ordered service and court fines to the benefit of Escambia County in the magnitude of 5301 in volunteer labor at \$8.50/hr or \$45,058

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11055	County Administrator's Report 11. 17.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Approval of Miscellaneous Appropriations Agreements
From:	Amy Lovoy, Assistant County Administrator
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreements for Fiscal Year 2016/2017 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105:

- 1. African-American Heritage Society, Inc., in the amount of \$25,000;
- 2. Naval Aviation Museum Foundation, Inc., in the amount of \$100,000;
- 3. St. Michael's Cemetery Foundation, Inc., in the amount of \$25,000; and
- 4. West Florida Historic Preservation, Inc., in the amount of \$70,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2016/2017 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

African American Heritage Society Agreement FY 16-17 Naval Aviation Agreement FY 16-17 St Michaels Cemetery FY 16-17 West Florida Historic Prservation FY 16-17

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND AFRICAN-AMERICAN HERITAGE SOCIETY, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and African-American Heritage Society, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 200 East Church Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 59-3022641 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County as a vital force of historical preservation and saves and protects the County's unique historical legacy; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$25,000.00 to conduct a program generally described as:

African-American Heritage Society, Inc.

1

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016, and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$25,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED: _____

AFRICAN-AMERICAN HERITAGE SOCIETY, INC.

Ву: _____

Title:

Attest:

Secretary

This document approved as to form and
legal sufficiency
- Kallall
By TUT
Title
Date 9/13/14

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: African-American Heritage Society, Inc.

A

APPROVED BUDGET

 PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

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African-American Heritage Society Yearly Programs including participating in the Pensacola Film Festival; Florida Black Heritage Trail Documentary Series, and the Downtown Arts Gallery Night.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.
- Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND NAVAL AVIATION MUSEUM FOUNDATION, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Naval Aviation Museum Foundation, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1750 Radford Boulevard, NAS, Pensacola, Florida 32507 and a Federal Tax Identification Number of 59-6178237 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Naval Aviation in Pensacola; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$100,000.00 to conduct a program generally described as:

Naval Aviation Museum Foundation, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016 and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$100,000.00 for the program of activity payable annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED:

NAVAL AVIATION MUSEUM FOUNDATION, INC.

Ву: _____

Title: _____

Attest:

Secretary

This document approved as to form and
legal sufficiency.
By NAVAUL
Title HUH
Date 9/3/10

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Naval Aviation Museum Foundation, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE NAVAL AVIATION MUSEUM FOUNDATION, INC.......\$100,000.00 PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

,c

Naval Aviation Museum Foundation, Inc. – funding related expenses for the Naval Aviation Museum for the Naval Flight Academy.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND ST. MICHAEL'S CEMETERY FOUNDATION, INC.

THIS AGREEMENT is made and entered into this 1st day of October, 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and St. Michael's Cemetery Foundation, Inc., a non profit corporation authorized to do business in the State of Florida, with a principal address of P. O. Box 13602, Pensacola, Florida 32591 and a Federal Tax Identification Number of 59-3641870 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$25,000.00 to conduct a program generally described as:

St. Michael's Cemetery Foundation, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016, and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$25,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED: _____

ST. MICHAEL'S CEMETERY FOUNDATION, INC.

By: _____

Title:

Attest:

Secretary

This document approved as to form and
legal sufficiency.
By LAUU
Title A(A,
Date <u>9///0///0</u>

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: St. Michael's Cemetery Foundation, Inc.

APPROVED BUDGET

 PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

St. Michael's Cemetery Foundation, Inc. will use the County funds for maintenance and conservation of St. Michael's Cemetery, including gate operations, fence repairs, masonry structure repairs, maintenance, etc.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

WEST FLORIDA HISTORIC PRESERVATION, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and West Florida Historic Preservation, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 120 Church Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 23-7009319 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by preserving for future generations the rich and varied history of Pensacola from colonial times to today's modern world; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the total sum of \$70,000.00 to conduct programs generally described as:

West Florida Historic Preservation, Inc. - \$70,000.00

and more particularly set our in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016, and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$70,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED: _____

WEST FLORIDA HISTORIC PRESERVATION, INC.

Ву: _____

Title:

Attest:

Secretary

This document approved as to form and
legal sufficiency.
By total
Title ACA
Date 9/13/10

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: West Florida Historic Preservation, Inc.

APPROVED BUDGET

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

West Florida Historic Preservation, Inc.

These funds assist in supporting the ongoing services provided to the County by the West Florida Historic Preservation, Inc. This includes historic preservation, changing exhibits, operation of Historic Pensacola Village, preservation of historic black cemeteries, consultation with county staff and residents on preservation activities as well as research planning and grants. This funding demonstrates the county's contribution in response to UWF's appropriation of over \$650,000/year.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11054	County Administrator's Report 11. 18.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Approval of Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.
From:	Amy Lovoy, Assistant County Administrator
Organization: CAO Approval:	Asst County Administrator - Lovoy

RECOMMENDATION:

Recommendation Concerning Miscellaneous Appropriations Agreement for Fiscal Year 2016/2017 between Escambia County and Visit Pensacola, Inc. - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve the Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc., in the total amount of \$5,508,412. The amount of \$3,950,492 will be paid from the 3rd Cent Tourist Development Tax Fund (108), Cost Center 360101 and the amount of \$1,557,920 will be paid from the 4th Cent Tourist Development Tax Fund (108), Cost Center 360105; and

B. Authorize the Chairman to sign the Agreement and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

[Funding: Fund 108, 3rd Cent Tourist Development Tax Fund, Cost Center 36101 - \$3,950,492; Fund 108, 4th Cent Tourist Development Tax Fund, Cost Center 360105 - \$1,557,920, for a total of \$5,508,412]

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2016/2017 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Visit Pensacola Agreement FY 16-17

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND VISIT PENSACOLA, INC.

THIS AGREEMENT is made and entered into this 1st day of October, 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Visit Pensacola, Inc., with administrative offices 1401 East Gregory Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 46-3684826.

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies for, (1) the marketing of Escambia County Tourism, (2) to increase future Tourism Development Tax revenues, (3) to increase Local Optional Sales Tax revenue, (4) to increase job growth, all of which further the public good of the people of Escambia County; and

WHEREAS, Visit Pensacola, Inc., promotes Escambia County as a vacation and business destination to national and international visitors whose visits generate major financial dividends to the County's well being each year; and

WHEREAS, Visit Pensacola, Inc., activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, Visit Pensacola, Inc., was created as a 501(c)(6) private not for profit corporation, with the express purpose to allow the community to speak with "one unified voice" on tourism matters. Visit Pensacola, Inc., operates in the Sunshine and will continue to do so; and

WHEREAS, the Tourism Development Tax is imposed on short term lodging and meant to provide a dedicated tourism marketing and promotion fund; and

WHEREAS, in order to preserve and expand that mission, Visit Pensacola, Inc., which now includes in their budget request:

- 1. Pensacola Sports Association (PSA)
- 2. Arts, Culture, and Entertainment (ACE)
- 3. Perdido Key Information Center

has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to

advance the enumerated mission of Section 125.0104 and its related benefits to Escambia County citizens, said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's Tourist Development Fund for the months of January through September of the County's current Fiscal Year 2016/17 (October 1 through September 30) as follows:

- 1. Three Cents Tourist Development Tax in the sum of \$3,950,492.00
- 2. Fourth Cent Tourist Development Tax in the sum of \$1,557,920.00

of Fiscal Year 2017 Tourist Development Taxes to conduct a program generally described as:

Tourism Promotion Activities

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of Visit Pensacola, Inc., are authorized to sign this *Agreement* binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. Visit Pensacola, Inc., agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this *Agreement*, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto with regard to its tourism promotion activities; and

C) To return to the County within forty-five (45) days of demand all remaining County funds paid to it upon the County's finding that the terms of the *Agreement*, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court.

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any

similar provisions for unforeseen events are not allowable; or

3. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

4. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

5. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

6. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; and

F) To consent to:

1. Providing such audits of the financial affairs of Visit Pensacola, Inc., by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, fifty (150) days of the close of Visit Pensacola, Inc's, fiscal year; and

G) Operating the program more particularly described in Exhibit "A" to this *Agreement*. Visit Pensacola, Inc., may enter into subcontracts under this *Agreement* as appropriate. Visit Pensacola, Inc., must furnish the County a copy of all subcontracts once executed.

Section 2. This *Agreement* shall be considered to have become effective on the 1st day of October, 2016, and will terminate on the 30th day of September, 2017, unless canceled sooner with cause by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay Visit Pensacola, Inc., a total sum of \$5,508,412.00 for the program of activity described herein. The sum of \$2,000,000.00, shall be paid following the execution of this *Agreement*, and the remainder shall be paid on a cost reimbursement basis for eligible expenses in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased with County funds allocated in accordance with this *Agreement*(s) in connection with aforementioned program, which has a unit cost of \$1,000 or more, will be placed on an inventory record by Visit Pensacola, Inc., and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. In addition to any reporting requirement described in Exhibit "A", Visit Pensacola, Inc., agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of Fiscal Year 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. Visit Pensacola, Inc.'s approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this *Agreement*.

Section 7. Visit Pensacola, Inc., agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless Visit Pensacola, Inc., continues to receive a miscellaneous appropriation from the County in the next fiscal year.

Section 8. This *Agreement* will apply to all funds appropriated during October through September of the fiscal year ending September 30, 2017, provided that the County's rights and Visit Pensacola, Inc.'s duties hereunder will continue for a period of five (5) years from the date of execution hereof subject to appropriation.

Section 9. Visit Pensacola, Inc., has established specific metrics for evaluating the success of its Tourism Development Tax Expenditure for Fiscal Year 16/17, and shall report those results to the Board of County Commissioners quarterly. These metrics are incorporated as Exhibit "C" attached hereto.

Section 10. General Provisions

Modification and Amendment. No modification or amendment of this *Agreement* shall be valid and binding on the parties unless made in writing and signed by or on behalf of the County and Visit Pensacola, Inc.

Entire Agreement. This *Agreement* supersedes all prior agreements and discussions between the parties with respect to the subject matter of this *Agreement*, and this *Agreement* together with all exhibits and any other documents delivered in connection with this *Agreement*, comprise the sole and entire agreement between the parties with respect to the subject matter of this *Agreement*.

Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Exclusive venue for resolution of any dispute between the parties is to be Escambia County, Florida, and the parties hereby consent to the personal jurisdiction of said courts.

Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

Gender. Whenever the context so requires, the singular shall include the plural and plural shall include the singular, and the gender of any pronoun shall include other genders.

Severability. Wherever possible, each provision of this Agreement, shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalidated under applicable law, such provision shall be ineffective to the extent of such provision only, and the remaining provisions of this Agreement shall remain fully effective as if the prohibited or invalid provision had never been contained within the Agreement.

Survival. The general provisions of this Section 10 will survive any termination or expiration of this *Agreement*.

Ambiguities. Each party and its counsel have participated fully in the review and revision of this *Agreement*. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this *Agreement*. The language in this *Agreement* shall be interpreted as to its fair meaning and not strictly for or against any party.

Counterparts. This *Agreement* may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument.

Notices. All notices, authorizations, and requests given or made in connection with this *Agreement* must be sent by facsimile or Certified Mail, return receipt requested, and faxed or addressed, respectively, to the parties' head office at the following addresses:

Escambia County Board of County Commissioners

221 Palafox Place Pensacola, FL 32502

and

Visit Pensacola, Inc.

1401 East Gregory Street Pensacola, Florida 32502

or to any different address that is provided to a party through the means of notice adopted herein. Notices will be deemed delivered on the date shown on the certified postal return receipt or facsimile confirmation of delivery.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED:

VISIT PENSACOLA, INC.

Ву: _____

Title:

Attest:

Secretary

This document approved as to form and
legal sµffiçiency.
Vallial
By
Title
Date 9/13/1(0
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EXHIBIT "A" 2016/2017 MISCELLANEOUS APPROPRIATIONS PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

The allocation of funds described below is the parties' best estimate of the expected distributions, but shall be revised through a contract amendment approved by the County Administrator or designee based upon Visit Pensacola, Inc's consultation with its advertising, promotion and market research agencies within 120 days.

Direct programming: Expenses of \$4,021,177.00 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community.

Operations: Expenses of \$413,085.00 related to the operations of the Visit Pensacola office, the Pensacola Sports Association (PSA), and the Perdido Key Visitor Information Center.

Personnel: Expenses of \$1,074,150.00 related to salaries and benefits for employees working for Visit Pensacola, Pensacola Sports Association (PSA), and the Perdido Key Visitor Information Center.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of Visit Pensacola, Inc., to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- The sum of \$2,000,000.00 shall be paid following the execution of this Agreement. For the remainder of the year, no funding will be advanced. Subsequent reimbursements will be made upon proof of payment for eligible costs.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. **Checks are not released directly to vendors.** х



Visit Pensacola Metrics

Lodging Metrics	Definition
Tourism Development Tax	Tax Collected on lodging properties based on revenue for a rental time period. Currently at 4%
Hotel Average Daily Rate	Room revenue divided by rooms sold, displayed as the average rental rate for a single room. Provided by Smith Travel Research
Hotel Daily Occupancy	Rooms sold divided by rooms available multiplied by 100. Occupancy is always expressed as a percentage of rooms occupied. Provided by Smith Travel Research
Hotel RevPar	Room revenue divided by rooms available. Provided by Smith Travel Research

Visitor Information Center Metrics	Derinition
VIC Walk-Ins	Number of visitors entering the Visitor Information Center to get information on the Pensacola Bay Area
Inquiries	Number of people inquiring about the Pensacola Bay Area as a travel destination.
First Time Visitors	Number of visitors to the VIC who have not previously visited the Pensacola Bay Area

sales Metrics	Definition
	Number of definite groups who will be coming to Pensacola for a meeting, convention, reunion, wedding, group tour or other
Number of Bookings	Line ments avera period of time
lumber of Room Nights	Bepresents one room occupied for one night. Overnight visitors spend significantly more in our community than day visitors
ales Leads Issued	Number of sales leads sent to our industry partners for future room night business
ead Room Nights	Bepresents the number of future room nights associated with a sales lead
Attendees	Number of people attending a meeting, convention, conference, wedding, reunion, tour or other leisure booking
	Definition
nteractive/Web Metrics	Unique visitors (or visitors) refers to the number of distinct individuals requesting pages from the website during a given period
Neb Unique Visitors	regardless of how often they visit.
Partner Listing Page Views	Site visitors clicking the links to our partner websites from our site.
visitors Guide Sign Up	Users filling out the form on our website to receive the visitor guide.
E-Newsletter Sign Up	Site visitors requesting to be added to our email list.
# of Lodging Searches (Book Direct)	Unique vistors browsing our accommodation section
	Click thru to lodging companies from the book direct section
Lodging Referrals (BookDirect)	Number of subscribers currently subscribed to our email newsletter.
Enewsletter subscribers	How quickly someone leaves our website. Low % can equate to they are finding what they needed
Bounce Rate	How quickly someone leaves our website. Low % can equate to they are many matched someone leaves our website.
Time on Site (minutes)	How long web visitors stay on the visitpensacola site. Higher time can equate to good contect and information
Enewsletter subscribers	# of people who have signed up to receive our enewsletter
Enewsletter click thru	Indicates how many clicks an email newsletter generated.



Visit Pensacola Metrics

Marketing/Communications Metrics	Definition
Ad Equivlency	Assigns an equivalent advertising dollar value to editorial coverage; refers to what the editorial coverage would cost if it had been paid for, either as advertising space (in print/online) or as time (in broadcast); its disadvantage is not accounting for credibility, share-ability and authenticity of editorial coverage as compared to paid advertising content
Story Placement	Number of editorial coverage generated, in terms of print articles, online stories or broadcast cline
Media Visits/FAMS	Number of journalists who have been hosted in-market as part of a familiarization (FAM) visit, whether for editorial research and/or on editorial assignment (to generate future coverage)
Media Assists	Number of writers assisted as they prepare stories on the Pensacola Bay area.
Media Missions/Visits	Number of out-of-market visits completed by the communications team to meet with journalists in key feeder markets; media missions are traditionally completed as part of a group (e.g. VISIT FLORIDA), while desk-side visits are conducted one-on-one
Press Releases Issued	Any written communication formally issued to media, providing information on a particular topic, event or issue that's considered timely, newsworthy and editorially relevant
Blog Posts	A blog post is an entry on Visit Pensacola's blog; the entries are in date order and are listed along the side panel of the website.
Facebook Likes	A Facebook like is when a user clicks "Like" on the Visit Pensacola Facebook page, and therefore begins to see posts and interactions from Visit Pensacola on their newsfeed or home page.
Facebook Posts	A Facebook post is when Visit Pensacola posts a message, which can contain video, photos, website links and even a multiple choice question.
Tweets	A tweet is a message posted to Visit Pensacola's Twitter page, which must be under 140 characters, and then is displayed on the homepage of Visit Pensacola's followers.
Twitter Followers	A follower is someone who clicks "Follow" on Visit Pensacola's Twitter page, which allows them to receive all tweets that are sent out by Visit Pensacola on their home page.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11053	County Administrator's Report 11. 19.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Approval of Miscellaneous Appropriations Agreements
From:	Amy Lovoy, Assistant County Administrator
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Miscellaneous Appropriations Agreements for Fiscal Year 2016/2017 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriations Agreements to be paid from the Economic Development Fund (102), Cost Center 360704:

- 1. Century Chamber of Commerce, Inc., in the amount of \$55,000; and
- 2. Gulf Coast African-American Chamber of Commerce, Inc., in the amount of \$50,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the execution of the necessary Purchase Orders.

BACKGROUND:

The County makes payment in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2016/2017 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Century Chamber Agreement FY 16-17 GCAACC Agreement FY 16-17

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND CENTURY CHAMBER OF COMMERCE, INC.

THIS AGREEMENT is made and entered into this 1st day of October, 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Century Chamber of Commerce, Inc., a non profit corporation authorized to do business in the State of Florida, with a principal address of 7811 North Century Boulevard, Century, Florida 32535 and a Federal Tax Identification Number of 59-2931610 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by spearheading public discourse and action on the development and implementation of economic blueprints for expansion of business and industry in Escambia County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's Economic Development Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$55,000.00 to conduct the program generally described as:

Century Chamber of Commerce

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To acknowledge that the County is subject to the provisions of Chapter 119. Florida Statutes, relating to the public records and that report, invoices, and other documents the Recipient shall submit to the County, or that Recipient retains under this Agreement may constitute public records for the purpose of the requirements of chapter 119, Florida Statutes; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016, and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$55,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County Administrator with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED:

CENTURY CHAMBER OF COMMERCE

Ву: _____

Title: President

Attest:

Secretary

This document approved as to form and legal sufficiency. By Title Date 0

EXHIBIT "A"

2016-2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Century Chamber of Commerce

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC	
EXPENSES ASSOCIATED WITH THE PROGRAM	
FUNCTIONS OF THE CENTURY CHAMBER OF	
COMMERCE\$	55,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Century Chamber of Commerce

The Chamber's private economic development program seeks to diversity the area's economy through the retention and expansion of existing industries and recruitment of new businesses to the area.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND

GULF COAST AFRICAN-AMERICAN CHAMBER OF COMMERCE, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Gulf Coast African-American Chamber of Commerce, Inc., a non profit corporation authorized to do business in the State of Florida, with a principal address of 945 West Michigan Avenue, Suite 12-B, Pensacola, Florida 32505 and a Federal Tax Identification Number of 59-3681641 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by providing business and industry recruitment services to the County resulting in the economic betterment of the County's residents; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's Economic Development Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$50,000.00 to conduct the program generally described as:

Gulf Coast African-American Chamber of Commerce, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October, 2016, and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$50,000.00 to be matched by revenue sources from other than local government revenues for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with a quarterly narrative progress report on the program described in Exhibit "A". Such reports will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED: _____

GULF COAST AFRICAN-AMERICAN CHAMBER OF COMMERCE, INC.

Ву: _____

Title:

Attest:

Secretary

This document approved as to form and legal sufficiency.

By Title Date

EXHIBIT "A"

2016-2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: <u>Gulf Coast African-American Chamber of Commerce</u>, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC	
EXPENSES ASSOCIATED WITH THE PROGRAM	
FUNCTIONS OF THE GULF COAST	
AFRICAN-AMERICAN CHAMBER OF COMMERCE,	
INC\$	50,000.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

GULF COAST AFRICAN AMERICAN CHAMBER OF COMMERCE

Vision

The vision of the Gulf Coast African American Chamber of Commerce is to be the beacon for African-American businesses and other small and minority business enterprises for economic development, business development, and wealth creation and distribution along the Gulf Coast.

Mission

To serve as an advocate and the conscience of the African American & Minority Business community, promoting and assisting in procurement opportunities, business development and strategy, increasing operating capacity and other economic assets, while striving to ensure economic fairness for all.

Goals

- Increase Membership
- Transparency
- Promote Private & Public Diversity in the City of Pensacola, and Escambia County Florida through collaborative partnership/network
- Mentoring our youth
- Business and Strategic Development
- Promote Tourism to Greater Pensacola/Escambia County FL/Northwest Florida

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs have been submitted for all monthly payments. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced.

Checks are issued weekly. Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11052	County Administrator's Report 11. 20.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Approval of Miscellaneous Appropriations Agreements
From:	Amy Lovoy, Assistant County Administrator
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Miscellaneous Appropriations Agreements for Fiscal Year 2016/2017 for Outside Agencies - Stephan Hall, Budget Manager, Management and Budget Services

That the Board take the following action concerning the Fiscal Year 2016/2017 Miscellaneous Appropriations Agreements for Outside Agencies:

A. Approve the following Miscellaneous Appropriation Agreements to be paid from the General Fund (001), Cost Center 110201:

1. Another Chance Transitional Services (ACTS), in the amount of \$20,000;

2. Community Organizations Active in Disaster, Inc., D/B/A BRACE (Be Ready Alliance Coordinating for Emergencies), in the amount of \$81,250;

- 3. Council on Aging of West Florida, Inc., in the amount of \$41,000;
- 4. Escambia Community Clinics, Inc., in the amount of \$455,160;

5. Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County, in the amount of \$238,875;

- 6. Escambia-Pensacola Human Relations Commission, in the amount of \$84,265;
- 7. Lakeview Center, Inc., in the amount of \$33,659;
- 8. Pensacola Caring Hearts, Inc., in the amount of \$13,000;
- 9. Pensacola's Promise, Inc., d/b/a Chain Reaction, in the amount of \$19,000;
- 10. United Way of Escambia County, Inc., (211 Program), in the amount of \$36,250; and 11. Wildlife Sanctuary of Northwest Florida, Inc., in the amount of \$35,000;

B. Authorize the Chairman to sign the Agreements and all other necessary documents; and

C. Authorize the approval of the necessary Purchase Orders.

BACKGROUND:

The County makes payments in support of the activities of certain Outside Agencies approved by the Board. In order to recognize these Contractual Agreements and establish the source documents by which payment can be made, Board approval of these Agreements is necessary.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2016/2017 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Agreements.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of Miscellaneous Appropriations Agreements is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

ACTS Agreement FY 16-17 BRACE Agreement FY 16-17 Council on Aging Agreement FY 16-17 ECC Agreement FY 16-17 Early Learning Agreement FY 16-17 HRC Agreement FY 16-17 Lakeview Agreement FY 16-17 Pensacola Caring Hearts Agreement FY 16-17 Pensacola's Promise Agreement FY 16-17 211 Program Agreement FY 16-17 Wildlife Sanctuary Agreement FY 16-17

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND ANOTHER CHANCE TRANSITIONAL SERVICES (ACTS)

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Another Chance Transitional Services (ACTS), a non profit corporation authorized to do business in the State of Florida, with administrative offices at 2101 North Pace Boulevard, Pensacola, Florida 32505 and a Federal Tax Identification Number of 46-2603547 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by assisting ex-offenders in their quest to acquire and maintain employment through coordinated services strategic to their transition back into the community post-incarceration; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$20,000.00 to conduct a program generally described as:

Another Chance Transitional Services (ACTS)

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016 and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$20,000.00 for the program of activity payable annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED: _____

ANOTHER CHANCE TRANSITONAL SERVICES (ACTS)

Ву: _____

Title:

Attest:

Secretary

This document approved as to form and
legal sufficiency.
By AULU
Title HCH
Date 9/3/10
/ - / • •

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Another Chance Transitional Services (ACTS)

APPROVED BUDGET

 PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

To continue to assist ex-offenders in their quest to acquire and maintain employment through coordinated services strategic to their transition back into the community post incarceration.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER, INC. D/B/A

BRACE (BE READY ALLIANCE COORDINATING FOR EMERGENCIES)

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Community Organizations Active in Disaster, Inc., d/b/a BRACE (Be Ready Alliance Coordinating For Emergencies), a non-profit corporation authorized to do business in the State of Florida, with administrative offices at 1301 West Government Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 20-4815891 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by engaging partner organizations and citizens in disaster prevention, preparedness, response and recovery to make our community safer, stronger and better able to survive emergencies; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$81,250.00 to conduct a program generally described as:

Be Ready Alliance Coordinating for Emergencies (BRACE)

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016 and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$81,250.00 for the program of activity payable annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____

Deputy Clerk

BCC APPROVED: _____

COMMUNITY ORGANIZATIONS ACTIVE IN DISASTER, INC. D/B/A BRACE (BE READY ALLIANCE COORDINATING FOR EMERGENCIES)

By: _____

Title: _____

Attest:

Secretary

This document approved as to form and
legal sufficiency.
Kalling
By AAAA
Title ACA.
Date
· / ·

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: <u>COMMUNITY ORGANIZATIONS ACTIVE IN DISTASTER, INC., D/B/A BRACE</u> (BE READY ALLIANCE COORDINATING FOR EMERGENCIES)

APPROVED BUDGET

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

To engage partner organizations and citizens in disaster prevention, preparedness, response and recovery to make our community safer, stronger and better able to survive emergencies.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND COUNCIL ON AGING OF WEST FLORIDA, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Council on Aging of West Florida, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 875 Royce Street, Pensacola, Florida 32503 and a Federal Tax Identification Number of 59-1373939 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides essential programs and services to the elderly of West Florida to increase their independence; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$41,000.00 to conduct the program generally described as:

Council on Aging of West Florida, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016, and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$41,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this **AGREEMENT** on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: ______ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED: _____

COUNCIL ON AGING OF WEST FLORIDA, INC.

Ву: _____

Title:

Attest:

Secretary

This document approved as to form and
legal sufficiency.
By
Title
Date 9/3/10
-110/14

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Council on Aging of West Florida, Inc.

APPROVED BUDGET

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

These funds will be used as local match for federal and state funded home and community based services for the aging adults. The following sources provide funding:

- · Older American's Act (federal)
- Corporation for National & Community Services (federal)
- Community Care for the Elderly (state)

The following programs operated by or through the Council on Aging of West Florida, Inc. are the recipients of state/federal funds:

- Meals-on-Wheels
- · Senior Dining (formerly Congregate Meals)
- · Recreation
- Transportation
- · Chore
- Home Care Services (Homemaking, Personal Care, Respite, Companionship, etc.)
- Adult Day Health Care
- Screening and Assessment
- Case Management
- · Case Aide
- Caregiver Program
- Facility-based Respite
- Foster Grandparents
- · Senior Companions

This appropriation will assist in the provision of services to more than 2,000 aging individuals residing in Escambia County, Florida. This appropriation provides match for \$360,000 in state/federal funding.

Council on Aging of West Florida, Inc. currently receives \$2,868,084 in federal/state funds that require a local match of \$1 for every \$9 in federal/state funding (\$286,808 required in local match).

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND ESCAMBIA COMMUNITY CLINICS, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia Community Clinics, Inc., a non profit corporation authorized to do business in the State of Florida, with a principal address of 14 West Jordan Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-3105246 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by providing vital humanitarian services through medical aid to persons who may no otherwise receive such care; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$455,160.00 to conduct the program generally described as:

Escambia Community Clinics, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016, and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

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Section 3. The County agrees to pay the recipient the sum of \$455,160.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017 provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED: _____

ESCAMBIA COMMUNITY CLINICS, INC.

Ву: _____

Title:

Attest:

Secretary

This document approved as to form and
legal sufficiency.
By Lawal AGA
Title
Date <u>Allelle</u>
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EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Escambia Community Clinics, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC		
EXPENSES ASSOCIATED WITH THE PROGRAM		
FUNCTIONS OF WITH ESCAMBIA COMMUNITY		
CLINICS, INC\$	455,160.00	

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Escambia Community Clinics, Inc.

The mission of Escambia Community Clinics, Inc. is to provide outpatient primary care services to the indigent, medically needy and working poor residents of Escambia County, regardless of their ability to pay. Care is provided with dignity and compassion without regard to age, sex, race or religion.

Provision of outpatient indigent health care to Escambia County residents who fall under the 150% level of the Federal Poverty Guidelines as published in the Federal Register.

Care provided includes urgent, non-emergent and follow-up health care services delivered by staff physicians of Escambia Community Clinics. All laboratory, x-ray and diagnostic services are included in care.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC., D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County, Inc., a non profit corporation authorized to do business in the State of Florida, with a principal address of 3300 North Pace Boulevard, Suite 210, Pensacola, Florida 32505 and a Federal Tax Identification Number of 59-3683227 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides children of Escambia County and their parents with vital assistance for those youngsters who might not otherwise have the opportunity to reach their lives' potential; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$238,875.00 to conduct the program generally described as:

Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) To operate successfully, the program more particularly described in Exhibit "A" to this Agreement, the Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016, and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$238,875.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: Deputy Clerk

BCC APPROVED: _____

ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC., D/B/A EARLY LEARNING **COALITION OF ESCAMBIA COUNTY**

By: _____

Title:

Attest:

Secretary

This document approved as to form and
legal sufficiency.
Xalliall
By (
Title
Date 9/16/10
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EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION:

Escambia County School Readiness Coalition, Inc., d/b/a Early Learning Coalition of Escambia County

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF THE ESCAMBIA COUNTY SCHOOL READINESS COALITION, INC., D/B/A EARLY LEARNING COALITION OF ESCAMBIA COUNTY......\$ 238,875.00

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

The funds provided by Escambia County will be to provide the local match to obtain funding from State and Federal sources to enable the Early Learning Coalition of Escambia County to provide childcare assistance to working poor families residing in Escambia County. The combination of the Escambia County local match contribution and the State/Federal funds allows us to provide subsidies to working poor families (at or below 150% of the Federal Poverty level) to obtain school readiness (child care) services.

In order to draw down these State/Federal funds, the local Coalition is required to raise a local match equal to 6% of the total cost of care for our working poor (low-income working) families. In the case of this request, the \$238,875 provided by Escambia County will enable us to obtain \$3,742,375 in State/Federal funding, giving us \$3,981,250 to provide childcare assistance to working poor families. At an average monthly cost per child of \$390/child/month, this \$3,981,250 will provide childcare for 850 children per month for the twelve (12) month funding period.

The funds provided by Escambia County (as well as the State/Federal funds) are used for payments directly to childcare/early learning providers delivering services to working poor families under this program. Unlike the State/Federal funds, however, none of the Escambia County funds are used for Coalition administrative expenses. 100% of the Escambia County funds go directly to delivery of this much needed program.

Families who qualify for assistance will receive services in formal and informal programs, based on parental choice. The Coalition performs client eligibility determinations for applicants who apply for services. The Coalition then authorizes placement of children of eligible families into appropriate school readiness settings and provides consumer education and referral services. Children receiving these early learning program services will also receive the benefits of health, behavioral, and developmental screenings (and referrals based on the results thereof), early childhood developmental appropriate activities, and other family management services.

The Coalition reviews and processes all required invoices for payments to school readiness providers once the provider has submitted all needed documentation. The Coalition also monitors childcare provider locations and provides technical assistance to school readiness providers to help them develop effective programs.

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Specific tasks provided for through this funding include:

- Placement of more than 435 children per month, 5200 per year, in early learning and child care facilities.
- Developmental assessments of children placed in care through this funding, identification of developmental delays and provision of appropriate referrals for help with these delays.
- Development of a child care needs assessment for every parent with a child placed in care through county funds.
- Education of parents of each child placed in early learning and child care programs through county funding about the importance of selecting quality early learning programs, and the quality indicators they can use to select the best arrangement for their child.
- Provision of referrals for early learning and child care programs for each parent receiving assistance.
- Assistance to parents in meeting unmet needs through Early Learning Coalition of Escambia County programs, First Call for Help, and referrals to other community resources.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Escambia-Pensacola Human Relations Commission, with administrative offices at 2257 North Baylen Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-1520834 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient is responsible for the promotion of fair treatment and equal opportunity for all citizens of the County; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$84,265.00 to conduct the program generally described as:

Escambia-Pensacola Human Relations Commission

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or 7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016 and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$84,265.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County Administrator with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED: _____

ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION

Ву: _____

Title: _____

Witness

Witness

This document approved as to form and
legal sufficiency.
Khind
By AMAX
Title
Date 9/13/10

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Escambia-Pensacola Human Relations Commission

APPROVED BUDGET

 PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

Escambia-Pensacola Human Relations Commission: to promote fair treatment and equal opportunity for all citizens of Escambia County.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND LAKEVIEW CENTER, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2016 by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Lakeview Center, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1221 Lakeview Avenue, Pensacola, Florida 32501 and a Federal Tax Identification Number of 59-0737872 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient offers to the citizens of the County a unique medical service for persons suffering mental disorders and disease which assists such persons to return to health and to continue to be productive members of society; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$33,659.00 to conduct the program generally described as:

Lakeview Center, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of

general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully, the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016, and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$33,659.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with a quarterly narrative progress report on the program described in Exhibit "A". Such reports will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED:

LAKEVIEW CENTER, INC.

Ву: _____

Title: _____

Attest:

Secretary

This document approved as to form and
legal sufficiency.
By Children
Title HCA
Date 9/13/10
1.01.4

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Lakeview Center, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF LAKEVIEW CENTER, INC.

<u>\$33,659.00</u>

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Lakeview Center Inc.

SCREENING TEAM ACTIVITIES – The miscellaneous appropriations awarded to Lakeview Center, Inc. by the Escambia County Board of County Commissioner helps fund the services of a Screening Specialist, who is a member of the Assessment and Intervention Services Program. This program is available to provide emergency evaluations/screenings 7 days a week, 24 hours/day. The Screening Specialist provides a mental health assessment to clients in crisis to determine the severity of the problem presented, the level of crisis intervention required, and to link clients immediately to the least restrictive treatment source. Clinical services provided are supported by a full time psychiatrist who provides psychiatric evaluations, medication and other medical interventions.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs have been submitted for all monthly payments. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced.

Checks are issued weekly. Invoices and receiving documents received in Accounts Payable by Friday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND PENSACOLA CARING HEARTS, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola Caring Hearts, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1501 West Avery Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 46-3609660 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Section 125.0104, Florida Statutes, to perform those acts, including the expenditure of Local Option Tourist Development Act tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by providing mobile food pantry twice a month throughout Escambia and Santa Rosa Counties and by maintaining a food pantry available 24-hours daily, 7 days a week when needed; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by its dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County public monies to it; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety and general welfare of the residents of Escambia County that said expenditure of County tax monies serves an essential public purpose as established by law; and

WHEREAS, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$13,000.00 to conduct a program generally described as:

Pensacola Caring Hearts Mobile Food Pantry

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Sections 125.0104 and 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016 and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$13,000.00 for the program of activity payable annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Continued disbursement of payments to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED: _____

PENSACOLA CARING HEARTS, INC.

Ву: _____

Title: _____

Attest:

Secretary

This document approved as to form and
legal sufficiency.
Alliall
By AMAY
Title_ACT
Date 9/13/10
1 - 1

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Pensacola Caring Hearts, Inc.

APPROVED BUDGET

SALARIES, BENEFITS, AND PROGRAMMATIC EXPENSES ASSOCIATED WITH THE PROGRAM FUNCTIONS OF PENSACOLA CARING HEARTS, INC........\$13,000.00 PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

To provide mobile food pantry twice a month throughout Escambia and Santa Rosa Counties and to maintain a food pantry that is available 24-hours daily, 7 days a week when needed.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND

PENSACOLA'S PROMISE, INC., D/B/A CHAIN REACTION

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Pensacola's Promise, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1301 East Gadsden Street, Pensacola, Florida 32501 and a Federal Tax Identification Number of 20-5966578 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of the County by matching community resources with identified needs so that all of Escambia County's children have an ongoing relationship with a caring adult, safe places and structured activities during out of school hours, a healthy start, a marketable skill through effective education, and opportunities to give back through community service; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$19,000.00 to conduct the program generally described as:

Pensacola's Promise, Inc., d/b/a Chain Reaction

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016, and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$19,000.00 for the program of activity payable semi-annually in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED:

PENSACOLA'S PROMISE, INC., d/b/a Chain Reaction

Ву: _____

Title: _____

Attest:

Secretary

This document approved as to form and
legal sufficiency.
Kallan
By <u>Standard</u>
Title
Date <u>97/3//(0</u>
/-//~

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Pensacola's Promise, Inc., d/b/a Chain Reaction

APPROVED BUDGET

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Pensacola's Promise, Inc., d/b/a Chain Reaction

Chain Reaction is the local teen leadership institute for youth ages 14-18 in Escambia county. Chain Reaction's mission is to empower teens to learn through service. Our performance measures for 2016-2017 are:

Performance Measure #1: CR will enroll 225 teens' as members of Chain Reaction and prove they have increased their connection to the community through service by The Positive Youth Development assessment and tracking the number of teen service hours contributed to Escambia County.

Performance Measure #2: CR teens will complete 70 work resumes and 45 teens will be placed in service internships that will prove that Chain Reaction is increasing teen leadership development.

Performance Measure #3: CR teens will obtain over 2.0 million dollars in college scholarships that will prove Chain Reaction is increasing college preparedness in Chain Reaction teens.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND UNITED WAY OF ESCAMBIA COUNTY, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and United Way of Escambia County, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 1301 West Government Street, Pensacola, Florida 32502 and a Federal Tax Identification Number of 59-0651076 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient serves the citizens of Escambia County by providing community information and referral services; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$36,250.00 to conduct the program generally described as:

211 Program for Escambia County

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016, and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$36,250.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A".

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED: _____

UNITED WAY OF ESCAMBIA COUNTY, INC.

Ву: _____

Title:

Attest:

Secretary

This document approved as to form and
legal sufficiency.
By CHUA
Title
Date 9/16/16

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: United Way of Escambia County, Inc.

APPROVED BUDGET

 PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS:

United Way of Escambia County will provide community information and referral services to Escambia County citizens through the 211 Program for Escambia County.

The 211 Program is a comprehensive community information and referral service available to every county resident at no charge, 24 hours a day, 7 days a week.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

MISCELLANEOUS APPROPRIATIONS AGREEMENT BETWEEN ESCAMBIA COUNTY AND WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.

THIS AGREEMENT is made and entered into this 1st day of October 2016, by and between Escambia County, a political subdivision of the State of Florida with administrative offices at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as the "County"), and Wildlife Sanctuary of Northwest Florida, Inc., a non profit corporation authorized to do business in the State of Florida, with administrative offices at 105 North "S" Street, Pensacola, Florida 32505 and a Federal Tax Identification Number of 59-2222303 (hereinafter referred to as the "Recipient").

WITNESSETH:

WHEREAS, the Board of County Commissioners of Escambia County, Florida is authorized under Chapter 125, Florida Statutes, to perform those acts, including the expenditure of public tax monies, which further the public good and common interest of the people of Escambia County; and

WHEREAS, the Recipient provides to the citizens of Escambia County a valuable and necessary program to protect the County's wildlife resources; and

WHEREAS, the Recipient's activities demonstrate a farsighted and firm commitment to this County's welfare reflected by this dedication to the civic good; and

WHEREAS, in order to preserve and expand that mission, the Recipient has agreed to perform certain terms and conditions relating to the grant of County monies to it for such work; and

WHEREAS, the Board of County Commissioners has concluded that in order to advance the health, safety, and general welfare of the residents of Escambia County that said expenditure of County monies serves an essential public purpose as established by law; and

WHEREAS, given that, the County has appropriated from the County's General Fund for the County's current Fiscal Year 2016/17 (October 1 through September 30), the sum of \$35,000.00 to conduct the program generally described as:

Wildlife Sanctuary of Northwest Florida, Inc.

and more particularly set out in Exhibit "A" which is attached hereto and incorporated by reference herein; and

WHEREAS, the undersigned representatives of the Recipient are authorized to sign this Agreement binding it.

NOW, THEREFORE, IN CONSIDERATION of the premises, the appropriation and disbursement of funds by the County now or hereafter made, and the mutual covenants herein, the parties do hereby agree as follows:

Section 1. The Recipient agrees as follows:

A) To accept the funds as appropriated in accordance with the terms of this Agreement, and the provisions of Section 129.09, Florida Statutes, as amended, governing the expenditures of said funds, which is incorporated by reference herein; and

B) To abide by Chapter 119, Florida Statutes, as amended, and successors thereto; and

C) To return to the County within fifteen (15) days of demand all County funds paid to it upon the County's finding that the terms of the Agreement, the provisions of any Ordinances or Florida Statutes appropriating of such funds, or the provisions of Section 129.09, Florida Statutes have been violated; and

D) To return to the County all funds expended for disallowed expenditures for the following purposes as determined by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court:

1. To pay for "Bad Debts". Losses arising from uncollectible accounts and other claims, and related costs are not allowable; or

2. To pay for "Contingencies". Contributions to a contingency reserve or any similar provisions for unforeseen events are not allowable; or

3. To make "Contributions or Donations". Contributions and donations are not allowable; or

4. To pay for "Entertainment". Costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities are not allowable; or

5. To pay "Fines and Penalties". Costs resulting from violations of, or failure to comply with Federal, State, and local laws and regulations governing this Agreement, are not allowable; or

6. To pay "Governor's Expenses". The salaries and expenses of the Office of the Governor of the State or the chief executive of the County are considered a cost of general State or local government and are not allowable; or

7. To pay "Legislative Expenses". The salaries and other expenses of the State Legislature or similar local government entities such as county commissions, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction, are not allowable; or

8. To pay "Interest and Other Financial Costs". Interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith, are not allowable; and

E) To maintain a separate bank demand account and/or time deposit account and deposit all County funds received and no other funds into this account and to make all disbursements of County funds from said account; or, in lieu of a separate bank account, to keep a separate accounting of County funds to assure that interest earned is pro-rated; and

F) To consent to:

1. Providing such audits of the financial affairs of the Recipient by the Internal Auditor of the Escambia County Office of the Clerk of the Circuit Court as the County may require; and

2. Producing all documents required by the Internal Auditors; and

3. Furnishing, if issued, to the Office of Management and Budget a copy of an audit report and a management letter of its financial affairs for its fiscal year ending within the current fiscal year of the County made by an independent certified public accountant licensed and in good standing in the State of Florida. This report will be due within one hundred, twenty (120) days of the close of the Recipient's fiscal year; and

G) Operating successfully the program more particularly described in Exhibit "A" to this Agreement. The Recipient may not enter into subcontracts or subgrants under of this Agreement without the County's written approval. The Recipient must furnish the County a copy of all subcontracts or subgrants prior to receiving written approval, which shall be made in the sole discretion of the County.

Section 2. This Agreement shall be considered to have become effective on the 1st day of October 2016 and will terminate on the 30th day of September 2017, unless canceled sooner with or without cause and for convenience by either party by giving thirty (30) days prior written notice of such cancellation to the other party.

Section 3. The County agrees to pay the recipient the sum of \$35,000.00 for the program of activity payable monthly in accordance with the procedures set forth in Exhibit "B" to this Agreement which is attached hereto and incorporated by reference herein.

Section 4. Any equipment purchased in accordance with this or previous contract(s) in connection with aforementioned program, which has a unit cost of \$1,000.00 or more, will be placed on an inventory record by Recipient and inventoried at least annually. Upon the expiration of the useful life of such equipment or upon the expiration of the aforementioned program, whichever occurs first, such equipment will be transferred free and clear of all liens and encumbrances to the County or disposed of as authorized in writing by the County.

Section 5. The Recipient agrees to provide the County with an annual narrative progress report on the program described in Exhibit "A". Such report will be due within 30 days of the close of FY 2016-2017 and will include basic statistical information relevant to the program, and a statement of expenditures made in each budget category and line item identified in the budget which is included in Exhibit "A". Disbursement of each quarterly payment to the Recipient will be contingent upon prior receipt by the County of the required report which is due during the preceding quarter.

Section 6. The Recipient's approved budget, included in Exhibit "A" and any changes in that budget, which would affect expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized by this Agreement.

Section 7. The Recipient agrees that any funds provided by the County for the operation of the program through September 30, 2017, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the close of this period unless the Recipient continues to receive a miscellaneous appropriation from the County in the next fiscal year. A limited amount of residual funds may be carried forward from September 30 to October 1, which will not exceed 10 percent of the current appropriation to the Recipient or \$500.00, whichever is greater. The County appropriation for the new fiscal year will, however, be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

Section 8. This Agreement will apply to all funds appropriated during the fiscal year ending September 30, 2017, provided that the County's rights and the Recipient's duties hereunder will continue for a period of five (5) years from the date of execution hereof.

IN WITNESS WHEREOF the parties hereto have duly executed this AGREEMENT on the day and year first above written.

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____ Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

BCC APPROVED: ____

WILDLIFE SANCTUARY OF NORTHWEST FLORIDA, INC.

Ву: _____

Title:

Attest:

Secretary

This document approved as to form and
legal sufficiency.
By CALAV
Title
Date 9/13/10

EXHIBIT "A"

2016/2017 MISCELLANEOUS APPROPRIATIONS

NAME OF ORGANIZATION: Wildlife Sanctuary of Northwest Florida, Inc.

APPROVED BUDGET

PROGRAM FUNCTIONS TO BE CARRIED OUT WITH THESE FUNDS

Wildlife Sanctuary of Northwest Florida, Inc.

The Wildlife Sanctuary of Northwest Florida provides information, tours, presentations and a quarterly publication to the public. Through these services school children, senior citizens, physically and mentally challenged associations, church groups and the general public learn about their impact on Florida's wildlife so that they may make informed choices about how their everyday behavior affects the environment.

The mission of the Wildlife Sanctuary is to provide a safe haven for injured and orphaned wildlife, provide rehabilitation and release when possible and to foster public awareness and appreciation of wildlife. This is accomplished through the mobilization and direction of public, private and human resources to provide care, create natural habitats and promote wildlife preservation through education.

EXHIBIT "B"

As a recipient of funds resulting from a Miscellaneous Appropriations Agreement from Escambia County, this guide is meant to assist you with submitting your invoices for your appropriations payments. Your invoice package should be complete and submitted to the Office of Management and Budget (OMB) for the payment process to begin. OMB will forward the invoice and supporting documentation to the Clerk's Accounts Payable Department for final payment processing.

To begin the payment process, Accounts Payable will need the following items:

- A fully completed W-9 form (these will need to be updated every two years).
- A fully executed signed Appropriations Agreement signed by your firm and an authorized County representative. It is the responsibility of the recipient agency to be aware of and abide by the terms and conditions of the agreement throughout the duration of agreement.
- Invoicing should appear in accordance with the agreement terms and should be accompanied by supporting documentation showing proof of payment by your entity for the expense incurred per approved budget expenditures. Supporting documentation should include copies of invoices, copies of cancelled checks, wire transaction reports and/or bank statements showing proof of payment.
- Appropriation payments are made to the entity on a reimbursable basis after proof of payment for eligible costs in accordance with the budget outlined in Exhibit 'A' have been submitted for all monthly reimbursements. The only exception to this is your first payment in October, which is a one-time advance (1/12) to assist the recipient in starting the authorized program activity. For the remainder of the year, no funding is advanced. Subsequent reimbursements will be made for the amount requested and verified by the supporting documentation furnished, not to exceed the total amount of the contract.

Invoices and receiving documents received in Accounts Payable by Wednesday at 5:00 pm will be paid the following week (as long as there are no discrepancies). Checks are mailed directly to vendor's remittance address indicated on the invoice. Checks are not released directly to vendors.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11060	County Administrator's Report 11. 21.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Issuance of Fiscal Year 2016/2017 Purchase Orders in Excess of \$50,000
From:	Amy Lovoy, Assistant County Administrator
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2016/2017 Purchase Orders in Excess of \$50,000 for Contracts Managed by Management and Budget Services -Stephan Hall, Budget Manager, Management and Budget Services

That the Board, for Fiscal Year 2016/2017, approve the issuance of individual Purchase Orders, for Contacts managed by Management and Budget Services, based upon previously awarded annual requirements as follows:

A. Warren Averett, LLC - \$215,612 Vendor Number: 230810 Audit Services Fund 001; Cost Centers 140201 / 140701; Account Code 53101 PD#13-14.054 Board Approved: 7/10/2014

B. SMG - \$275,000
Vendor Number: 190107
Bay Center Management Fee
Fund 409; Cost Center 360401; Account Code 53401
Board Approved: Agreement dated February 16, 2012; Amendment dated 5/21/2015

C. Florida Department of Health d/b/a Escambia County Health Department - \$337,649 Vendor Number: 051513 Health Services Fund 001; Cost Center 360301; Account Code 58101

BACKGROUND:

These allocations are included in the Fiscal Year 2016/2017 Budget.

The Warren Averett Purchase Order is for the County's annual audit contract. This Contract was awarded by the Board on July 14, 2014, following an RFP in compliance with Florida Statutes 218.391.

The SMG purchase order is for the SMG basic management fee as contained in the Contract approved by the Board on February 16, 2012, and amended on May 21, 2015.

The Florida Department of Health purchase order is to fund the County's contribution to the Health Department.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2016/2017 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board action is necessary for approval of purchase orders exceeding \$50,000.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11088	County Administrator's Report 11. 22.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Approval of Interlocal Agreement between Escambia County and the City of Pensacola
From:	Katie Macarthur, Director's Aide
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning the Interlocal Agreement between Escambia County and the City of Pensacola - Amy Lovoy, Assistant County Administrator

That the Board take the following action regarding the Interlocal Agreement between Escambia County and the City of Pensacola:

A. Approve the Interlocal Agreement between Escambia County and the City of Pensacola Relating to the Fiscal Year 2016-2017 Funding of Pensacola-Escambia County Promotion and Development Commission (PEDC), the first quarterly draw in the amount of \$137,500, to be paid from the Economic Development Fund (102), Cost Center 360704, for a one-year period, from October 1, 2016, through September 30, 2017;

B. Authorize the Chairman to execute the Interlocal Agreement; and

C. Authorize approval of the necessary Purchase Order.

BACKGROUND:

Chapter 89-481, Laws of Florida, requires that the fiscal contribution of the City and County be established yearly by Interlocal Agreement. The City and County agree that the County shall contribute \$137,500 and the City shall contribute \$150,000 to the PEDC for Fiscal Year 2016/2017.

The PEDC has a Tentative Fiscal Year 2016/2017 allocation of \$550,000, however based upon Board direction on 9-20-2016, the first quarterly draw will be provided during October 2016, and amending this Interlocal Agreement after certain metrics are provided and approved by the Board at a later date during FY2016/17.

BUDGETARY IMPACT:

Funds are available in the Fiscal Year 2016/2017 Budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney has reviewed and approved the Interlocal Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval of this Interlocal Agreement is necessary.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

PEDC Interlocal Agreement

STATE OF FLORIDA COUNTY OF ESCAMBIA

INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF PENSACOLA RELATING TO THE FY 2016-2017 FUNDING OF PENSACOLA-ESCAMBIA COUNTY PROMOTION AND DEVELOPMENT COMMISSION.

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 180 Governmental Center, Pensacola, Florida 32502 (each being at times referred to as a "party").

WITNESSETH:

WHEREAS, the County and the City have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the Board of County Commissioners of Escambia County and the Pensacola City Council are authorized by Section 163.01, Florida Statutes, to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, as the governing bodies of the County and the City, they recognize the leadership roles they play in assisting and guiding the development of the County's local economy and improving its economic base; and

WHEREAS, Chapter 89-481, Laws of Florida, restructured funding responsibilities of local governments to the Pensacola-Escambia County Promotion and Development Commission (hereinafter referred to as "PEDC"); and

WHEREAS, the County and the City are recognized in Chapter 89-481 as the leading governmental bodies supporting economic development in Escambia County, along with the Town of Century and the private sector, through their PEDC membership; and

WHEREAS, PEDC economic development activities are broadly recognized to include business and industry recruitment and retention, tourism promotion and development, and armed services support, which all serve critical public purposes; and

WHEREAS, as a result, Escambia County and the City of Pensacola now jointly find it advantageous and appropriate to contribute their fiscal resources to the PEDC programs and activities.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Article 1 Purpose

- **1.1** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- **1.2** Pursuant to the requirements of Chapter 89-481, Laws of Florida, the County, in cooperation with the City, hereby establishes a financial framework for shared funding responsibilities of the Pensacola-Escambia County Promotion and Development Commission for FY 2016-2017.

<u>Article 2</u> <u>Responsibilities of Parties</u>

- 2.1 As set out in Chapter 89-481, Laws of Florida, the fiscal contribution of the City and the Fiscal contribution of the County are to be established yearly by Interlocal Agreement. Therefore, the City and the County agree for FY 2016-2017 that the County shall contribute to the PEDC the amount of One Hundred Thirty Seven Thousand Five Hundred Dollars (\$137,500.00) and the City shall contribute to the PEDC the amount of and One Hundred Fifty Thousand Dollars (\$150,000.00). Each shall reflect such contributions in their respective budgets.
- 2.2 This Agreement shall bind the parties beginning October 1, 2016 with respect to their PEDC FY 2016-2017 budgetary contributions. However, contributions for the FY 2016-2017 PEDC budget and any subsequent budget years thereafter shall be in an amount agreed upon between the parties in separate and subsequent interlocal agreements as provided under Chapter 89-481, Laws of Florida.
- **2.3** The PEDC is intended to be a private-public partnership and united effort for economic development in Escambia County. To accomplish this goal, the parties also agree to encourage voluntary contributions to the PEDC from the private sector sources.
- 2.4 This Agreement shall become effective when filed in the office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

Article 3 General Provision

3.1 <u>**Termination:**</u> This Agreement may be terminated by either party for cause, or for convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination.

- **3.2** <u>Records:</u> The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.
- **3.3** <u>Assignment:</u> This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 All Prior Agreements Superseded:

- (a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.
- (b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- **3.5** <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.
- **3.6** <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.
- **3.7** <u>Governing Law:</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.
- **3.8** Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of

governmental persons, persons succeeding to their respective functions and capacities.

- (a) If the City discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the City shall immediately notify the County and request clarification of the County's interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- **3.9** <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 to enforced as if this Agreement did not contain such invalid or unenforceable portion of provision.
- **3.10 <u>Further Documents</u>:** The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- **3.11** <u>No Waiver:</u> The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.
- **3.12** <u>Notices:</u> All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY

Jack R. Brown County Administrator 221 Palafox Place Post Office Box 1591 Pensacola, FL 32597

TO THE CITY

Eric Olson City Administrator City of Pensacola Post Office Box 12910 Pensacola, FL 32521

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates, under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of ______, 2016, and the City of Pensacola, by and through its Mayor, duly authorized to execute same by the City of Pensacola City Council on the _____ day of ______, 2016.

COUNTY:

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

By_

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court Date:_____

Deputy Clerk

BCC APPROVED: _____

CITY:

The City of Pensacola, a Florida Municipal Corporation

ATTEST: Ericka Burnett Clerk of the City of Pensacola

By:

Ashton J. Hayward, III, Mayor

By:

Clerk

Date:

By:

City Attorney

This document approved as to form and legal/sufficiency. By ANDIM Title Date



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11071	County Admi	inistrator's Report 11. 23.
BCC Regular M	eeting	Budget & Finance Consent
Meeting Date:	10/06/2016	
Issue:	Budget Amendment #286 - Fiscal Amendment	Year 2015/2016 Personnel
From:	Stephan Hall, Budget Manager	
Organization:	Asst County Administrator - Lovoy	ý
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning Budget Amendment #286 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board approve Budget Amendment #286, Escambia County Restricted Fund (101), Code Enforcement Fund (103), Tourist Promotion Fund (108), Development Review Fund (116), in the amount of \$57,850, to cover personnel shortages in several cost centers. Funding is available within each of the listed funds, and there is no change to the total budget.

BACKGROUND:

The following Divisions will require additional personnel funds to complete FY 15/16. The following are the explanations for each area.

Safe Neighborhoods:

- Shortage based on anticipated year end accrual.

Code Enforcement:

- Shortages caused from officers monitoring Rolling Hills 24 hours a day 7 days a week from October 2015 through July 2016, then continued to work weekends.

Marine Resources:

- Leave buyback funds were not placed in the cost center. Florida Retirement System percentage increased on 7/1/16.

Development Review:

- Employee entered the Deferred Retirement Option Program (DROP) and received a payout which wasn't budgeted.

BUDGETARY IMPACT:

This amendment transfers funds from reserves or capital to personnel accounts, hence no additional revenues are associated with this amendment. Departmental budgets are not increasing.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires increases in personnel costs to be approved by the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

BA# 286

Board of County Commissioners Escambia County Budget Amendment Request

(Old year) Request Number # 286 **Approval Authorities** Date Rec. Date Forward Approved Disapproved **Department Director** Assistant County Administrator County Administrator Action by the Board Transfer From: Fund 101/Escambia County Restricted Fund Fund 103/Code Enforcement Fund Fund 108/Tourist Promotion Fund Fund 116/Development Review Fees Fund Fund/Department Account Title Amount Project Number Fund/Cost Center Account Code 101/370104 59801 200 Reserves Reserves 103/220110 59801 50,000 Machinery & Equipment 108/220805 56401 350 116/240302 59801 Reserves 7,300 Total \$57,850 Transfer To: Fund 101/Escambia County Restricted Fund Fund 103/Code Enforcement Fund Fund 108/Tourist Promotion Fund Fund 116/Development Review Fees Fund Fund/Department Account Title Amount **Project Number** Fund/Cost Center Account Code 101/370104 51201 200 Salaries Salaries 103/220110 51201 50,000 Salaries 108/220805 51201 350 Salaries 116/240302 51201 7,300 Total \$57,850 **Detailed Justification:** Funds are needed to cover personnel funding shortages in various cost centers within some of the Board's Departments for FY15/16. Fund 101/Safe Neighborhoods - Based on anticipated year end accrual (370104) Fund 103/Code Enforcement - Shortage caused from officers monitoring Rolling Hills 24 hours a day 7 days a week from October through July then continuing to work weekends (220110) Fund 108/Marine Resources - Leave buyback funds were not budgeted. FRS retirement percentage increased on 7/1/16 (220805) Fund 116/Development Review Fees - An employee entered DROP and received a payout which wasn't budgeted (240302)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11097	County Administrator's Report 11. 24.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Supplemental Budget Amendment #291 - Revenue Adjustment for the Disaster Recovery Fund
From:	Stephan Hall, Budget Manager
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #291 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #291, Disaster Recovery Fund (112), in the amount of \$12,500,000, to recognize State and Federal Emergency Management Agency (FEMA) proceeds, to establish an appropriate revenue/expenditure budget for financial reporting, and to appropriate these funds for continuing necessary repairs and response, due to the April 2014 Flooding Disaster.

BACKGROUND:

This supplemental recognizes revenue received in the Disaster Recovery Fund (112) as well as establishing an appropriate level of budget within the Disaster Recovery Fund for financial reporting associated with the Clerk of Court services/function provided to the Board associated with the Comprehensive Annual Financial Report (CAFR).

BUDGETARY IMPACT:

This amendment will increase Fund 112 by \$12,500,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

E.

Attachments

<u>SBA#291</u>

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 State and FEMA reimbursements for damage to County property and the need to establish an appropriate revenue/expenditure budget for financial reporting due to the April 2014 Flood, 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:

Disaster Recovery Fund Fund Name	112 Fund Number		
Revenue Title FEMA Reimbursements State DCA/FEMA	Fund Number 	Account Code 331203 334253	Amount \$11,846,436 653,564
Total			\$12,500,000
Appropriations Title Capital R&M-Flood	Fund Number/Cost Center 112/330492	Account Code/ Project Number 54612	Amount \$8,300,000
Capital R&M-Flood	112/330493	54612	4,200,000
Total			\$12,500,000

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST: PAM CHILDERS CLERK OF THE CIRCUIT COURT BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

Deputy Clerk

Adopted

OMB Approved

Supplemental Budget Amendment #291



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11089	County Administrator's Report 11. 25.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Contract Award for Caro Pond Expansion & Drainage Imrpovements
From:	Claudia Simmons, Purchasing Manager
Organization:	Asst County Administrator - Lovoy
CAO Approval:	

RECOMMENDATION:

<u>Recommendation Concerning Contract Award for Caro Pond Expansion &</u> <u>Drainage Improvements - Claudia Simmons, Office of Purchasing, Purchasing Manager</u>

That the Board approve and authorize the County Administrator to sign the Agreement between the Board of County Commissioner of Escambia County, Florida, and Roads, Inc., of NWF, per the terms and conditions of PD 15-16.093, Caro Pond Expansion & Drainage Improvements, for a lump sum of \$1,453,000.

[Funding: Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project Code 08EN0313]

BACKGROUND:

The project involves drainage improvements to the existing Caro Pond basin located in the Ensley community in Escambia County. The main project area is bordered by Caro St on the North, Palafox St on the east, Ensley St on the south and Satsuma Ave. on the west. The primary improvements consist of expanding the existing Caro Pond, improving the conveyance of stormwater south of the pond, sidewalk installation from Orange Avenue to Palafox Street, paving a small segment of Rawls Avenue which is currently a gravel roadway, reconstruction of the east portion of Caro Street and Orange Avenue, modification or removal of existing stormwater pipes and structures, milling & resurfacing of roadways and extending the existing Caro Pond stormwater pump force main pipe further away from the pond site. Secondary drainage improvements include the replacement of aged side drains under driveways east of the main project area on Grimsley Street and Laurel Avenue. ECUA utility work will be included in this contract to address water main conflicts associated with the improvements. Construction is anticipated to last 180 days and 30 days for final close out for a total of 210 days.

The legal advertisement for this "Invitation to Bid" was advertised in the Pensacola News Journal on Monday, August 15, 2016. A Non-Mandatory Pre-Solicitation Conference was held on Monday, August 29, 2016. Nine firms were represented at that meeting. Bids

were received from four contractors on Tuesday, September 13, 2016. Roads, Inc. of NWF is the low bidder.

BUDGETARY IMPACT:

[Funding: Fund 352 LOST III, Cost Center 210107, Object Code 56301, Project Code 08EN0313]

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

The project involves drainage improvements to the existing Caro Pond basin located in the Ensley community in Escambia County. The main project area is bordered by Caro St on the North, Palafox St on the east, Ensley St on the south and Satsuma Ave on the west. The primary improvements consist of expanding the existing Caro Pond, improving the conveyance of stormwater south of the pond, sidewalk installation from Orange Avenue to Palafox Street, paving a small segment of Rawls Avenue which is currently a gravel roadway, reconstruction of the east portion of Caro Street and Orange Avenue, modification or removal of existing stormwater pipes and structures, milling & resurfacing of roadways and extending the existing Caro Pond stormwater pump force main pipe further away from the pond site. Secondary drainage improvements include the replacement of aged side drains under driveways east of the main project area on Grimsley Street and Laurel Avenue. ECUA utility work will be included in this contract to address water main conflicts associated with the improvements. Construction is anticipated to last 180 days and 30 days for final close out for a total of 210 days.

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IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage and Purchase Order.

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

Roads, Inc. of NWF

For

PD 15-16.093, Caro Pond Expansion & Drainage Improvements

FORM D: Road/Drainage

(Revised June 2016)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS FORM D

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[Description/Sheet No./Date]

Exhibit I/Technical Specifications [Description/Date]

Exhibit J/Supplemental Terms and Conditions

Exhibit K/Federal Documents (if applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND ROADS, INC. OF NWF FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Roads, Inc. of NWF, a Florida corporation for profit, to perform all work ("Work") in connection with PD 15-16.093, Caro Pond Expansion & Drainage Improvements ("Project"), as detailed in the attached Plans and Specifications and other Contract Documents hereafter specified.

SECTION 1. CONTRACT DOCUMENTS

- A. The Contract Documents include this Agreement, including Amendments and Exhibits, the Exhibits described in Section 6, Change Orders, Work Directive Changes, Field Orders and the solicitation documents, including addenda. These Contract Documents are incorporated by reference and made a part of this Agreement. A copy of all Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Work.
- **B.** In case of any inconsistency or conflict among the provisions of the agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control. Concerning the Contract Documents, the order of precedence shall be as follows: 1) the Agreement, including Amendments and Exhibits; 2) Change Orders; 3) Work Directive Changes; 4) Field Orders; 5) the Solicitation Documents, including addenda. The Contract Documents listed above represent the entire and integrated agreement between the parties hereto, and supersede prior negotiations, representations, or agreements, either written or oral.
- **C.** County shall furnish to the Contractor up to four (4) sets of the Contract Documents for execution of the Work. Additional copies of the Contract Documents are available at the cost of reproduction.

SECTION 2. SCOPE OF WORK

Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the Work required by the Contract Documents.

SECTION 3. CONTRACT AMOUNT

For satisfactory completion of the Work the County agrees to pay the Contractor the following amount (herein "Contract Amount"), in accordance with the terms of this Agreement:

One Million Four Hundred Fifty Three Dollars

1,453,000.00

SECTION 4. BONDS

- A. Contractor shall provide at his expense Performance and Payment Bonds, in the form prescribed in Exhibit B, in the amount of 100% of the Contract Amount. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to County; provided; however, the surety shall be rated as "A-" (excellent) or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- **B.** If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Document, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the County's approval. Failure by Contractor to maintain its bonds in full force and effect at all times, including the warranty period, shall be grounds for termination of this Contract.
- **C.** As per Florida Statutes, Section 255.05, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are \$10.00 for the first page and \$8.50 for each remaining page).

SECTION 5. CONTRACT TIME AND LIQUIDATED DAMAGES.

- A. Time is of the essence in the performance of the Work under this Agreement. Contractor shall commence the Work within ten (10) calendar days from the Commencement Date, established in the Notice to Proceed. No Work shall be performed at the Project site prior to the Commencement Date. Contractor shall provide 48 hours notice prior to beginning the Work. The Work shall be substantially completed within One Hundred Eighty (180) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling Two Hundred Ten (210) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.
- **B.** County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, \$1,000.00 for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch

list" of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

- **C.** Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.
- **D.** When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: General Terms and Conditions
- Exhibit B: Form of Performance and Payment Bonds
- Exhibit C: Insurance and Safety Requirements
- Exhibit D: Form of Release and Affidavit
- Exhibit E: Form of Contractor Application for Payment
- Exhibit F: Form of Change Order
- Exhibit G: Payment Adjustment Bituminous Material
- Exhibit H: Technical Specifications

Exhibit I: Plans & Standard Details prepared by or for County and Identified as

follows:

- TITLE SHEET NO. DATE
- Exhibit K: Federal Documents (if applicable)
- Exhibit L: Solicitation Documents Index

SECTION 7. NOTICES

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing. All correspondence with the County should be addressed as follows:

Public Works/Engineering 3363 West Park Place Pensacola, Florida 32505 Attention: Cooper Saunders, Senior Project Coordinator

B. All correspondence with the Contractor will be addressed to the following:

Roads, Inc. of NWF 106 Stone Boulevard Cantonment, Florida 32533 Attention: Cody L. Rawson, President **C.** Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor 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. Contractor 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 Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the

County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor 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 Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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 **IN WITNESS WHEREOF,** the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and Roads, Inc. of NWF signing by and through its President, duly authorized to execute same.

COUNTY:

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

Witness:	Ву:
	Jack R. Brown, County Administrator
Witness:	_ Date:
	CONTRACTOR: Roads, Inc. of NWF , a Florida Corporation, authorized to do business in the State of Florida.
ATTEST: Corporate Secretary	Ву:
By: Secretary	_ Its: Cody L. Rawson, President
(Corporate Seal)	Date:

BCC Approved: October 6, 2016

EXHIBIT A GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

- **1.1.** It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.
- **1.1.** If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.
- **1.2.** Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.
- **1.3.** "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 1. INVESTIGATION AND UTILITIES

1.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its

responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

1.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utilities blockage and document all immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 2. <u>SCHEDULE</u>

- **2.1.** The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.
- **2.2.** The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 3. PROGRESS PAYMENTS

- **3.1.** Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit E.
- **3.2.** Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.
- **3.3.** If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

3.4. Contractor shall submit four (4) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business_days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

Due to circumstances beyond the Contractor's control and at the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer. Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

- **4.6** Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- **4.6** Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as Exhibit D, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.7 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 4. PAYMENTS WITHHELD

4.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims: (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time: (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 5. FINAL PAYMENT

- **5.1.** County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.
- **5.2.** Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 6. SUBMITTALS AND SUBSTITUTIONS

- **6.1.** Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.
- **6.2.** Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD

or video tape in VHS format showing the pre-existing conditions located within the limits of construction.

- **6.3.** Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.
- 6.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.
- **6.5.** If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.
- **6.6.** The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 7. DAILY REPORTS, AS-BUILTS, AND MEETINGS

7.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

- **7.1.1.** Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;
- 7.1.2. Soil conditions which adversely affect the Work;
- 7.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;
- **7.1.4.** The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;
- **7.1.5.** All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- **7.1.6.** Description of Work being performed at the Project site;
- 7.1.7. Any unusual or special occurrences at the Project site;
- **7.1.8.** Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

- 7.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.
- **7.3.** Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 8. <u>CONTRACT TIME AND TIME EXTENSIONS</u>

- **8.1.** Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- **8.2.** Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.
- **8.3.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.
- **8.4.** Requests for delays due to adverse weather conditions shall meet all of the following conditions:
 - **8.4.1.** Contractor notified the County in writing within forty-eight (48) hours of the delay.
 - **8.4.2.** The weather was unusual as documented by supporting data.
 - **8.4.3.** The weather did have an adverse impact on the contractor's schedule (critical path only).
 - **8.4.4.** The Contractor and inspector's daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 9. CHANGES IN THE WORK

9.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or

changed work orally.

- **9.2.** A Construction Change Order, in the form attached as Exhibit F to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.
- **9.3.** If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.
- **9.4.** In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- **9.5.** County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.
- **9.6.** The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 10. CLAIMS AND DISPUTES

- **10.1.** A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.
- **10.2.** Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

10.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 11. OTHER WORK

- **11.1.** County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.
- **11.2.** Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.
- **11.3.** If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 12. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

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

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

- 13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.
- **13.3** The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- **13.3** All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.
- **13.4** Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in Exhibit C, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be

designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

- **13.5** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- **13.6** Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- **13.7** Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.
- **13.8** <u>Duty to Provide Legal Defense</u>. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 13. COMPLIANCE WITH LAWS

- 14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.
- **14.2** EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18

of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <u>http://www.dhs.gov/E-Verify</u>.

Section 14. <u>CLEANUP AND PROTECTIONS</u>

- **14.1.** Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.
- **14.2.** Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 15. ASSIGNMENT

15.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 16. <u>PERMITS, LICENSES AND TAXES</u>

- **16.1.** Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.
- **16.2.** Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.
- **16.3.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 17. TERMINATION FOR DEFAULT

17.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set

forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

- **17.2.** County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.
- **17.3.** If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.
- **17.4.** The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.
- **17.5.** If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.
- **17.6.** If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to

any right or remedy and after giving the Contractor and his surety, if any, seven (7) days written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 18. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

- **18.1.** County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.
- **18.2.** County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 19. <u>COMPLETION</u>

- **19.1.** Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.
- Upon receipt of written notice that the Work is ready for final inspection and acceptance and 19.2. upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as Exhibit D, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

19.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

(Project Name and Address)

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 20. WARRANTY

20.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the Two (2) year Warranty Period.

Section 21. PROJECT LAYOUT AND CONTROL

21.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor's expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

- **21.2.** Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.
- **21.3.** Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the proposed work.

Section 22. <u>TESTS AND INSPECTIONS</u>

- **22.1.** County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.
- **22.2.** If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.
- **22.3.** If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.
- **22.4.** Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.
- **22.5.** Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 23. DEFECTIVE WORK

- **23.1.** Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.
- **23.2.** If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.
- **23.3.** If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.
- **23.4.** Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond Two (2) years.
- **23.5.** If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All

direct, indirect and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 24. SUPERVISION AND SUPERINTENDENTS

24.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 25. PROTECTION OF WORK

- **25.1.** Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.
- **25.2.** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 26. <u>EMERGENCIES</u>

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 27. <u>USE OF PREMISES</u>

- **27.1.** Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.
- **27.2.** Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 28. <u>SAFETY</u>

- **28.1.** The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - **28.1.1.** All employees of the Work and other persons and/or organizations who may be affected thereby;
 - **28.1.2.** All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and
 - **28.1.3.** Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.
- **28.2.** The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.
- **29.3** The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.
- **29.4** The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference with the County to discuss the Progress Schedule, procedures for handling shop drawings and other

submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B PERFORMANCE AND PAYMENT BOND

BOND NO.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Insert name, address, and phone number of contractor), as Principal, and

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

____ Dollars (\$_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present. WHEREAS, Principal has entered into a contract dated as of the _____ day of _____, 20____, with Obligee for Contract No._____,

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the Contract at the times and in the manner prescribed in the Contract; and
- 2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and
- **3.** Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and
- **4.** Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered	
in the presence of:	PRINCIPAL:
	By:
	Name:
	Its:
Witnesses as to Principal	
STATE OF	
COUNTY OF	
20, by	as acknowledged before me this day of, as, as, of , a, corporation, on behalf of the corporation. R has produced as identification and did (did
My Commission Expires:	(Signature) Name: (Legibly Printed)
(AFFIX OFFICIAL SEAL)	Notary Public, State of Serial No., If Any:
ATTEST:	SURETY:(Printed Name)

Witness	(Business Address)
With and	(Authorized Signature)
Witness	(Printed Name) OR
	As Attorney In Fact (Attach Power)
Witnesses	
	(Business Address)
	(Printed Name)
STATE OF COUNTY OF	(Telephone Number)
00 h.	was acknowledged before me this day of,
20 by	asasasor as Surety, on behalf of Surety. He/she is personally known to me
OR has produced My Commission Expires:	as identification and did (did not) take an oath.
	(Signature) Name:
(AFFIX OFFICIAL SEAL)	(Legibly Printed) Notary Public, State of Serial No., If Any:

BOND NO.

PAYMENT BOND

BY THIS BOND, We,	
BY THIS BOND, We, (Insert name, address and phor	ne number of contractor) (hereinafter called the "Principal") and
	(hereinafter called the "Surety"),
(Insert name) located at (Insert address and phone number)	, a surety insurer
(Insert address and phone number) chartered and existing under the laws of the State of	
in the State of Florida, are held and firmly bound unto the Board	of County Commissioners for Escambia
County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1	591, (850) 595-4900, (hereinafter called
the "County") in the sum of	(\$) for
payment of which we bind ourselves, our heirs, our personassignees, jointly and severally.	onal representatives, our successors and our
WHEREAS, Principal and County have reached a mutu	al agreement relating to Contract No.
(hereinafter referred to as the "Contract") as of	(the bid award date for projects thereto)
for the purpose of	
(Insert name of project, including legal description, street a improvement.)	ddress of property and general description of

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

- 1. Performs the contract dated _____, ____, between Principal and County for construction of ______, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- **3.** Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

- 1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
- 2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
- **3.** As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by

the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered	
in the presence of:	PRINCIPAL:
	By:
	Name:
	lts:
Witnesses as to Principal	
STATE OF	
COUNTY OF	
The foregoing instrument was acknow	ledged before me this day of,
20, by	, as, of
, а	corporation, on behalf of the corporation.
He/she is personally known to me OR has produ	uced as identification and did (did
not) take an oath.	
My Commission Expires:	
	(Signature)
	Name:
	(Legibly Printed)
	Notary Public, State of

	Serial No., If Any:
ATTEST:	SURETY:
	(Printed Name)
Witness	(Business Address)
	(Authorized Signature)
Witness	(Printed Name)
	OR
	As Attorney In Fact (Attach Power)
Witnesses	
	(Business Address)
	(Printed Name)
	(Telephone Number)
STATE OF COUNTY OF	
	as acknowledged before me this day of,
	, as of
	as Surety, on behalf of Surety. He/she is personally known to me
	as identification and did (did not) take an oath.
My Commission Expires:	(Signatura)
	(Signature)
	Name: (Legibly Printed)
(AFFIX OFFICIAL SEAL)	Notary Public, State of
	Serial No., If Any:

EXHIBIT C INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the

provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

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

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

- **1.** Indicate that Escambia County is an additional insured on the general liability policy.
- 2. Include a reference to the project and the Office of Purchasing number.
- **3.** Disclose any self-insured retentions in excess of \$1,000.
- Designate Escambia County as the certificate holder as follows: Escambia County Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator Office of Purchasing P.O. Box 1591 Pensacola, FL 32597-1591 Fax (850) 595-4805
- 5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

- (1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.
- (2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.
- (3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.
- (4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.
- (5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.
- (6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or

the providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.
- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.
- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.
- (8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:
 - (a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.
 - (b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on

the project or brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

- (c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.
- (d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.
- (9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.
- (10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection, Agency, and other Federal, State, or County regulatory agencies.
- (11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.
- (12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.
- (13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.
- (14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

- (15) The use of any radioactive materials by the Contractor on project sites shall require preapproval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.
- (16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.
- (17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

- (1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20___, for the period from ______ to _____.
- (2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.
- (3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- (4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

By: _____

Its: _____ President

Date:

Witnesses

[Corporate Seal]

STATE OF FLORIDA **COUNTY OF ESCAMBIA**

The	foregoing	instrume	ent was	acknowled	dged	before	me	this		day	of
	,	20,	by _			,	as				of
		_, a	(corporation,	on be	ehalf of	the c	orpora	ation.	He/she	is is
personally I	known to n	ne OR ha	s produc	ed			as	s iden	tificatic	on and	did
(did not) tak	ke an oath.										

My Commission Expires:

(Signature)

Name: ______(Legibly Printed)

.

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____ Serial No., If Any: _____

EXHIBIT E FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION - AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number Date:		ber PD
То:		
Project Name:		
You hereby are authorized and terms and conditions of the Agre <i>Describe changes here</i> ;		ollowing changes in accordance with
Original Contract Amount Sum of Previous Changes This Change Order	Dollars \$\$\$\$\$	

Adjusted Agreement Amount

The contract substantial completion date will be **increased/decreased** by _____ calendar days due to this Change Order. The new contract substantial completion date is ______. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a \$25,000.00 or greater value Change Order.

Check if applicable and provide written confirmation from the bonding company/agent

(attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted:		, 20
By:		
	Contractor	
By:		
	Engineer	
By:		
	Owner	

EXHIBIT G PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

- 1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:
 - **1.1.** Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.
 - **1.2.** Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.
 - **1.3.** Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.
 - **1.4.** No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.
 - **1.5.** The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id 'Asphalt Price Index during the month in which the material is incorporated into the project.

Ib 'Asphalt Price Index during the month in which bids were received for this contract.

- **1.6.** The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.
- **1.7.** A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

PUBLIC NOTICE OF RECOMMENDED AWARD

BID TABULATION	DESCRI BID # PI			ansion & Dr	ainage Improven	nents			
Bid Opening Time: 2:00 p.m. CDT Bid Opening Date: 09/13/2016 Bid Opening Location: Rm 11.407	Cover Sheet/ Acknowl	Bid Bond or Check	Written Opinion of Attorney at Law for a	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity	Total Bid Price
NAME OF BIDDER			foreign state		Corporation ID	Florida		Crimes	
Roads, Inc. of NWF	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$1,453,000.00
Roberson Excavation Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$1,556,731.15
Gulf Atlantic Constructors Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$1,565,091.95
BKW Inc	Yes	Yes	N/A	Yes	Yes	Yes	Yes	Yes	\$1,998,438.52
BIDS OPENED BY:	Paul Nobl	es, CPPO,	CPPB, FCN, FCC	M. Senior Pur	chasing Coordinator	D.	ATE: 09/13/2016		
BIDS TABULATED BY:	Angie Hol	brook, Pur	chasing Associate			D	ATE: 09/13/2016		
BIDS WITNESSED BY:	Angie Hol	brook, Pur	chasing Associate			D	ATE: 09/13/2016		
						CAR DATE 10/0	BOCC 6/16 DATE		

The Purchasing Chief/Designee recommends to the BCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County. Florida and Roads, Inc. of NWF, per the terms and conditions of PD 15-16.093, Caro Pond Expansion & Drainage Improvements, for a lump sum of \$1,453,000.

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

PRN/abh

Posted @ 1:00 p.m. CDT, 09/22/2016

Escambia Board of County Commissioners, Public Works Bureau, Engineering Division Caro Pond Expansion & Drainage Improvements

Solicitation Number PD 15-16.093



BID TABULATION COMPLETED BY HDR ENGINEERING, INC. ON 09/13/2016 FOR BID'S RECEIVED ON: 09/13/2016

FSS

					-											
	BID POSITION			1			2			3		4				
			ROADS,	ROADS, INC. OF NWF			EXCA	VATION, INC.	GULF				BKV	N, ING	С.	
										CONSTR	UCTO	ORS, INC.				
Item #	Description	Unit	Quantity	Unit Price	Ext	tended Total	Unit Price	Ex	tended Total	Unit Price	Ext	ended Total		Unit Price	Ext	ended Total
1	Mobilization / Demobilize	LS	1	\$ 88,334.41	\$	88,334.41	\$28,500.00	\$	28,500.00	\$75,000.00	\$	75,000.00	\$	188,422.64	\$	188,422.64
2	Clearing and Grubbing, County Spec 2230 (Including removal of debris, fencing and trees)	LS	1	\$ 93,676.53		93,676.53	\$34,750.00	\$	34,750.00	\$57,550.00	\$	57,550.00	\$	7,383.17	\$	7,383.17
3	Relocate existing standard mailbox	EA	4	\$ 134.48	\$	537.92	\$100.00	\$	400.00	\$185.00	\$	740.00	\$	140.28	\$	561.12
4	Earthwork (Excavation & Fill), County Spec 2300	LS	1	\$ 334,403.39	\$	334,403.39	\$507,930.00	\$	507,930.00	\$391,995.00	\$	391,995.00	\$	489,565.24	\$	489,565.24
5	Re-establish Grade on Ditch, County Specs 2300	SY	6152	\$ 1.25	\$	7,690.00	\$2.75	\$	16,918.00	\$3.00	\$	18,456.00	\$	3.11	\$	19,132.72
6	Remove and Replace Unsuitable Materials	CY	2550	\$ 17.31	\$	44,140.50	\$8.50	\$	21,675.00	\$18.50	\$	47,175.00	\$	18.91	\$	48,220.50
7	Final grading and seal rolling prior to paving	SY	2578	\$ 1.47	\$	3,789.66	\$6.25	\$	16,112.50	\$1.75	\$	4,511.50	\$	1.53	\$	3,944.34
8	Dewatering, Trench and/or Pipe	LF	2600	\$ 3.00	\$	7,800.00	\$28.50	\$	74,100.00	\$10.00	\$	26,000.00	\$	29.93	\$	77,818.00
9	Pond Access Ramp, 5" GAB w/ Fabric, LDC 4.04.13.A	SY	87	\$ 23.87	\$	2,076.69	\$175.00	\$	15,225.00	\$23.50	\$	2,044.50	\$	38.17	\$	3,320.79
10	Filter Sand	CY	2356	\$ 25.83	\$	60,855.48	\$24.50	\$	57,722.00	\$35.00	\$	82,460.00	\$	35.98	\$	84,768.88
11	Grade Pond Slopes	SY	12800	\$ 1.01	\$	12,928.00	\$4.50	\$	57,600.00	\$3.25	\$	41,600.00	\$	0.62	\$	7,936.00
12	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface	SY	4038	\$ 8.31	\$	33,555.78	\$13.50	\$	54,513.00	\$10.25	\$	41,389.50	\$	11.28	\$	45,548.64
13	2" County Spec 2500 Type SP 12.5 Asphalt	SY	2578	\$ 10.52	\$	27,120.56	\$14.75	\$	38,025.50	\$13.55	\$	34,931.90	\$	13.85	\$	35,705.30
14	1 1/4" County Spec 2500 Type SP 12.5 Asphalt (Driveways), includes 4" compacted subgrade	SY	475	\$ 12.49	\$	5,932.75	\$10.50	\$	4,987.50	\$18.35	\$	8,716.25	\$	31.31	\$	14,872.25
15	Mill Existing Asphalt, 1.0" Thickness	SY	4038	\$ 1.75	\$	7,066.50	\$2.75	\$	11,104.50	\$2.15	\$	8,681.70	\$	11.99	\$	48,415.62
16	Lateral pavement patch as per County Detail (6" GAB)	SY	1320	\$ 32.92	\$	43,454.40	\$28.50	\$	37,620.00	\$45.00	\$	59,400.00	\$	29.00	\$	38,280.00
17	Remove Existing Asphalt Curbs	LF	484	\$ 3.20	\$	1,548.80	\$5.00	\$	2,420.00	\$2.50	\$	1,210.00	\$	16.12	\$	7,802.08
18	Remove Existing Asphalt, 2" Average Depth	SY	1580	\$ 2.64		4,171.20	\$4.25	\$	6,715.00	\$2.00	\$	3,160.00	\$	10.92		17,253.60
19	Saw cut Existing Asphalt	LF	160	\$ 1.86		297.60	\$6.50	\$	1,040.00	\$1.75	\$	280.00	\$	2.40		384.00
20	12" Stabilized Subgrade, County Spec 2300	SY	2775	\$ 2.50	\$	6,937.50	\$3.75	\$	10,406.25	\$2.00	\$	5,550.00	\$	4.23	\$	11,738.25
21	4" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400	SY	513	\$ 14.84		7,612.92	\$17.50	\$	8,977.50	\$14.50	\$	7,438.50	\$	15.70	\$	8,054.10
22	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400	SY	2578	\$ 18.37	\$	47,357.86	\$22.75	\$	58,649.50	\$20.95	\$	54,009.10	\$	21.00	\$	54,138.00
23	Construct 3" Speed Hump, includes White Temporary and Thermoplastic Pavement Markings as per MUTCD	EA	1	\$ 3,711.38	\$	3,711.38	\$2,500.00	\$	2,500.00	\$3,500.00	\$	3,500.00	\$	2,996.00	\$	2,996.00
24	Relocate Traffic Signs	LS	1	\$ 1,589.21	\$	1,589.21	\$1,200.00	\$	1,200.00	\$525.00	\$	525.00	\$	158.99	\$	158.99
25	Maintenance of Traffic Safety Plan (develop & Provide, including all items needed for implementation)	LS	1	\$ 24,693.75	\$	24,693.75	\$8,500.00	\$	8,500.00	\$17,975.00	\$	17,975.00	\$	15,408.23	\$	15,408.23
26	FDOT Type F Curb And Gutter, FDOT Index 300	LF	484	\$ 22.88	\$	11,073.92	\$16.75	\$	8,107.00	\$17.50	\$	8,470.00	\$	29.97	\$	14,505.48
27	4" Fiber Reinforced Concrete Driveway	SY	46	\$ 44.73		2,057.58	\$45.00	\$	2,070.00	\$57.50	\$	2,645.00	\$	35.86		1,649.56
28	5' Fiber Reinforced Concrete Sidewalk	LF	706	\$ 28.23		19,930.38	\$29.50	\$	20,827.00	\$29.50	\$	20,827.00	\$	23.97		16,922.82
29	Ditch Bottom Inlet, Type C, FDOT Index 232	EA	12	\$ 4,158.60		49,903.20	\$1,650.00	\$	19,800.00	\$2,900.00	\$	34,800.00	\$	2,474.50		29,694.00
30	Ditch Bottom Inlet, Type D, FDOT Index 200, 201, 232	EA	3	\$ 6,321.15		18,963.45	\$2,734.25	\$	8,202.75	\$5,000.00	\$	15,000.00	\$	3,690.48		11,071.44
31	Curb Inlet, Type 4, FDOT Index 200, 201, 210	EA	2	\$ 10,344.72		20,689.44	\$14,500.00	\$	29,000.00	\$16,250.00	\$	32,500.00	\$	10,189.79		20,379.58
32	Storm Manhole, 0-6ft depth, FDOT Index 200, 201	EA	5	\$ 4,453.78		22,268.90	\$2,825.00	\$	14,125.00	\$3,900.00	\$	19,500.00	\$	3,628.60		18,143.00
33	Storm Manhole, 6-12ft depth, FDOT Index 200, 201	EA	2	\$ 777.78		1,555.56	\$4,625.00	\$	9,250.00	\$6,800.00	\$	13,600.00	\$	7,404.90		14.809.80
34	Remove Ditch Bottom Inlet (including top and bottom)	EA	5	\$ 666.55		3,332.75	\$500.00	\$	2,500.00	\$385.00	\$	1,925.00	\$	1,422.15		7,110.75
35	Tie to Existing Inlets, Pipe, Manhole	EA	5	\$ 976.99		4,884.95	\$1,800.00	\$	9,000.00	\$1,325.00	\$	6,625.00	\$	1,835.42		9,177.10
36	12" PVC Pipe & Fittings	LF	46	\$ 51.64		2,375.44	\$62.50	\$	2,875.00	\$64.00	\$	2,944.00	\$	83.53		3,842.38
37	18" RCP Pipe	LF	793	\$ 44.21		35,058.53	\$31.60	\$	25,058.80	\$60.00	\$	47,580.00	\$	45.87		36,374.91
38	24" RCP Pipe	LF	11	\$ 63.63		699.93	\$65.15	\$	716.65	\$92.50	\$	1,017.50	\$	67.06	•	737.66
39	30" RCP Pipe	LF	1172	\$ 72.92		85,462.24	\$61.20	\$	71,726.40	\$72.50	\$	84,970.00	\$	80.42		94,252.24
40	36" RCP Pipe	LF	79	\$ 109.18		8,625.22	\$78.25	\$	6,181.75	\$94.00	\$	7,426.00	\$	100.80		7,963.20
41	42" RCP Pipe	LF	109	\$ 117.58		12,816.22	\$97.20	\$	10,594.80	\$105.00	\$	11,445.00	\$	132.76		14,470.84
	F 2				*	,			.,		*	,	-		·	,

Escambia Board of County Commissioners, Public Works Bureau, Engineering Division Caro Pond Expansion & Drainage Improvements



Solicitation Number PD 15-16.093

BID TABULATION COMPLETED BY HDR ENGINEERING, INC. ON 09/13/2016 FOR BID'S RECEIVED ON: 09/13/2016

FSS

BID POSITION					1			2			3			4			
				ROADS, INC. OF NWF			ROBERSON E	EXCA	ATION, INC.	GULF				BK	N, INC	.	
											CONSTR	0010	RS, INC.				
Item #	Description	Unit	Quantity	Ľ	Jnit Price	Ex	tended Total	Unit Price	Ext	ended Total	Unit Price	Ext	ended Total		Unit Price	Exte	ended Total
42	14" X 23" ERCP Pipe	LF	183	\$	63.40	\$	11,602.20	\$39.75	\$	7,274.25	\$88.50	\$	16,195.50	\$	60.60	\$	11,089.80
43	18" RCP Cross Drain MES, FDOT Index 272, 280	EA	5	\$	999.87	\$	4,999.35	\$725.00	\$	3,625.00	\$1,100.00	\$	5,500.00	\$	1,748.66	\$	8,743.30
44	24" RCP Cross Drain MES, FDOT Index 272, 280	EA	1	\$	1,213.09	\$	1,213.09	\$1,135.50	\$	1,135.50	\$1,350.00	\$	1,350.00	\$	1,996.68	\$	1,996.68
45	36" RCP Cross Drain MES, FDOT Index 272, 280	EA	1	\$	2,508.47		2,508.47	\$2,085.00	\$	2,085.00	\$2,650.00	\$	2,650.00	\$	3,106.47	\$	3,106.47
46	42" RCP Cross Drain MES, FDOT Index 272, 280	EA	1	\$	3,319.25	\$	3,319.25	\$2,625.00	\$	2,625.00	\$3,400.00	\$	3,400.00	\$	3,524.98	\$	3,524.98
47	14" X 23" ERCP Cross Drain MES, FDOT Index 272, 280	EA	2	\$	998.66	\$	1,997.32	\$927.50	\$	1,855.00	\$1,300.00	\$	2,600.00	\$	2,404.52	\$	4,809.04
48	14" X 23" ERCP Side Drain MES, FDOT Index 273, 280	EA	6	\$	1,059.79	\$	6,358.74	\$868.00	\$	5,208.00	\$1,300.00	\$	7,800.00	\$	2,404.52	\$	14,427.12
49	Pipe Removal, 6"-24"	LF	889	\$	12.42	\$	11,041.38	\$10.00	\$	8,890.00	\$10.25	\$	9,112.25	\$	23.68		21,051.52
50	Pipe Removal, 30" and larger	LF	132	\$	15.94	\$	2,104.08	\$30.00	\$	3,960.00	\$24.50	\$	3,234.00	\$	24.57	\$	3,243.24
51	Remove Existing Concrete Headwall, 6"-24" Pipe	EA	4	\$	563.33	\$	2,253.32	\$450.00	\$	1,800.00	\$285.00	\$	1,140.00	\$	942.75	\$	3,771.00
52	Remove Existing Sand Bag Headwall, 6"-24" Pipe	EA	5	\$	254.86	\$	1,274.30	\$200.00	\$	1,000.00	\$205.00	\$	1,025.00	\$	859.64	\$	4,298.20
53	Remove MES for 6"-24" (or equivalent) pipe	EA	4	\$	132.74	\$	530.96	\$300.00	\$	1,200.00	\$205.00	\$	820.00	\$	638.53	\$	2,554.12
54	6" PVC Force Main	LF	949	\$	16.73	\$	15,876.77	\$18.50	\$	17,556.50	\$26.00	\$	24,674.00	\$	20.10	\$	19,074.90
55	Sod, Staked (Pensacola Bahia for Pond & Centipede all other)	SY	22424	\$	3.61	\$	80,950.64	\$3.50	\$	78,484.00	\$3.75	\$	84,090.00	\$	3.90	\$	87,453.60
56	18" Depth Rip Rap Rubble w/ 4" Bedding Stone and Geotextile	SY	78	\$	128.90	\$	10,054.20	\$102.00	\$	7,956.00	\$100.00	\$	7,800.00	\$	101.47	\$	7,914.66
57	Sediment and Erosion Control Plan including all items for implementation	LS	1	\$	66,699.91	\$	66,699.91	\$17,500.00	\$	17,500.00	\$27,750.00	\$	27,750.00	\$	19,749.80	\$	19,749.80
58	NPDES Construction General Permit, NOI, and NOT (including SWPPP and monitoring)	LS	1	\$	600.00	\$	600.00	\$23,100.00	\$	23,100.00	\$1,250.00	\$	1,250.00	\$	35,895.84	\$	35,895.84
59	4' Chain Link Fence	LF	226	\$	11.92	\$	2,693.92	\$8.25	\$	1,864.50	\$10.00	\$	2,260.00	\$	14.36	\$	3,245.36
60	6' Chain Link Fence	LF	2050	\$	17.40	\$	35,670.00	\$13.75	\$	28,187.50	\$15.00	\$	30,750.00	\$	23.98	\$	49,159.00
61	4' X 12' Double Chain Link Swing Gate, (2) 6' Gates	EA	1	\$	916.86		916.86	\$385.00	\$	385.00	\$775.00	\$	775.00	\$	599.20	\$	599.20
62	6' X 14' Double Chain Link Swing Gate, (2) 7' Gates	EA	2	\$	1,216.36	\$	2,432.72	\$825.00	\$	1,650.00	\$1,025.00	\$	2,050.00	\$	898.80	\$	1,797.60
63	Wood Fence (Remove & Replace)	LF	269	\$	22.20	\$	5,971.80	\$16.50	\$	4,438.50	\$14.75	\$	3,967.75	\$	38.71	\$	10,412.99
64	Pavement markings	LS	1	\$	1,485.30	\$	1,485.30	\$7,250.00	\$	7,250.00	\$1,250.00	\$	1,250.00	\$	11,984.02	\$	11,984.02
65	PE Water Main Pipe for 2.25" Water Main Conflicts	LF	60	\$	14.72	\$	883.20	\$40.00	\$	2,400.00	\$61.50	\$	3,690.00	\$	1,646.92	\$	98,815.20
66	1" Water service (Short)	LF	10	\$	13.00	\$	130.00	\$35.00	\$	350.00	\$58.00	\$	580.00	\$	33.35	\$	333.50
67	1" Water service (Long)	LF	700	\$	9.94	\$	6,958.00	\$9.75	\$	6,825.00	\$19.50	\$	13,650.00	\$	49.26	\$	34,482.00
68	Adjust WM valve	EA	2	\$	746.86	\$	1,493.72	\$250.00	\$	500.00	\$77.50	\$	155.00	\$	986.08	\$	1,972.16
ΤΟΤΑΙ	TABULATED BID:			\$		14	453,000.00	\$	1.5	56,731.15	\$	1.50	65,091.95	\$		1 90	98,438.52
	FROM BID FORM:			Ψ \$			467,000.00	\$ \$		556,731.15	₽ \$		565,091.95	₽ \$			98,438.52
TOTAL				φ		1,	,407,000.00	Ψ	1,5	550,731.15	Ψ	1,5	00,091.95	φ		1,8	90,430.3Z

BID AVERAGE: \$1,643,315.41 ENGINEER'S COST ESTIMATE: \$1,413,598.87

Notes:

1. WHILE THERE ARE NO ERRORS IN EXTENDED PRICE FOR THE LOW BIDDER, ROADS, INC., THERE APPEARS TO BE AN ERROR IN THEIR TOTAL PROVIDED IN THE BID FORM (HIGHLIGHTED). THIS RESULTED IN A LOWER TOTAL BID PRICE, AND DID NOT CHANGE THEIR RANK POSITION.

2. THERE ARE NO ERRORS IN THE EXTENDED PRICE FOR ANY OF THE BIDDERS.

3. ANALYZING THE LOW BIDDER: THEIR PRICES FOR ITEM 8 (DEWATERING) AND ITEMS 12-19 (ASPHALT ITEMS) ARE SUBSTANTIALLY LOWER THAN THE AVERAGE PRICE OF THE OTHER BIDDERS. ITEMS 22, 33, 58, & 65 WERE SUBSTANTIALLY LOWER BUT THESE DID NOT HAVE AS SUBSTANTIAL OF AN IMPACT ON THE TOTAL.

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST (EXHIBIT 1 TO TABULATION SHEET)

SECTION 1	- GENERAL INFORMATION SECTION -
Description:	
Bid Number PD:	
Purchasing Agent:	
Client Department:	Dept. Director/Designee:
Protest Information:	
Note: Purchasing will advise	
Requisition #	Verify
Fund:	Verify
Cost Center:	Verify
Object Code:	Verify
Project Number:	Verify
	O.W. included w/Requisition for Preparing RecommendationYesNo sition shall Reference PD #
Comments Applicable to Gene	eral Information Section:
SECTION 2	- <u>RECOMMENDED AWARD SECTION</u> - (See Attached Tab Sheet)
Recommendation to the BCC:	(See Attached Tabulation Sheet for Pre-Award Compliance)

Unit Price Extensions Checked by: ____

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder Purchasing ____Yes ___No Client Department ___Yes ___No If Yes, Please Document in Space Provided:

<u>SECTION 3</u> -CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS -FOR RECOMMENDED AWARD SECTION

Department Director/Designee Approval:

Purchasing Manager/Designee Approval

- Note 1: The Office of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).
- Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Addon Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11078	County Administrator's Report 11. 26.				
BCC Regular M	eeting Budget & Finance Consent				
Meeting Date:	10/06/2016				
Issue:	Reallocation of Capital Improvement Program Funds				
From: Joy D. Blackmon, P.E., Director					
Organization:	Public Works				
CAO Approval:					

RECOMMENDATION:

<u>Recommendation Concerning the Reallocation of Capital Improvement Program Funds -</u> Joy D. Blackmon, P.E., Public Works Department Director

That the Board approve the reallocation of funds from the Capital Improvement Program to fund other priority infrastructure projects, totaling \$341,206, as follows:

FROM:

Description	District	Amount	Description					
E Street	3	\$125,000	Estimate for Design and Construction of this project is \$275,000; Current Project balance \$400,000; Remainder is \$125K					
Animal Shelter	3	\$96,747	Project complete					
Lincoln Park 3 \$10,126		\$10,126	Project in construction; balance in project not needed					
Maplewoods 3 \$9,431 Drainage		\$9,431	Project complete					
Wingfoot	3	\$1,815	Project complete					
Sidewalks 3 \$13,5		\$13,535	This box fund is utilized for Sidewalks throughout the County					
Third and Winthrop	2	\$84,552	Project complete.					

TO:

Description	District	Amount	Description
Description	District	Amount	Description

Ensley Drainage - Caro Pond	3	\$256,654	The low bid for this project came in at \$1,453,000. Current balance in Project is \$1,196,346. The project involves drainage improvements to the existing Caro Pond (aka Mayflower Pond) basin located in the Ensley community in Escambia County. The main project area consists of the existing Caro Pond, Caro Street from Caro Pond east to Palafox Street, a small segment of Orange Avenue just south of Caro Street, Rawls Avenue from Caro Pond south to Ensley Street, Ensley Street from Rawls Avenue to Pond Avenue, and Pond Avenue from Ensley Street to Devane Street.
Gulf Beach Highway	2	\$84,552	FDOT Local Agency Program Agreement. Additional funding needed to account for FDOT's portion of the project costs. This project consists of repairing failures along a storm pipe route on Gulf Beach Highway between Ponte Verde Road and Longwood Drive that occurred during the April 2014 flood event. This project is ready for construction to begin.

[Funding Source: Fund 352, "Local Option Sales Tax III," Account 210107]

BACKGROUND:

Escambia County Public Works staff requests the Board's approval to transfer \$341,206 from the various projects to the projects described below:

Description	District	Amount	Description
Ensley Drainage - Caro Pond	3	\$256,654	The low bid for this project came in at \$1,453,000. Current balance in Project is \$1,196,346. The project involves drainage improvements to the existing Caro Pond (aka Mayflower Pond) basin located in the Ensley community in Escambia County. The main project area consists of the existing Caro Pond, Caro Street from Caro Pond east to Palafox Street, a small segment of Orange Avenue just south of Caro Street, Rawls Avenue from Caro Pond south to Ensley Street, Ensley Street from Rawls Avenue to Pond Avenue, and Pond Avenue from Ensley Street to Devane Street.
Gulf Beach Highway	2	\$84,552	FDOT Local Agency Program Agreement. Additional funding needed to account for FDOT's portion of the project costs. This project consists of repairing failures along a storm pipe route on Gulf Beach Highway between Ponte Verde Road and Longwood Drive that occurred during the April 2014 flood event. This project is ready for construction to begin.

BUDGETARY IMPACT:

No budgetary impact occurs. Funding is currently available in Fund 352, "Local Option Sales Tax III", Account 210107.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Scheduling and prioritization of capital improvement projects is at the discretion of the Board.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11093	County Administrator's Report 11. 27.
BCC Regular M	eeting Budget & Finance Consent
Meeting Date:	10/06/2016
Issue:	Recommendation Concerning the Purchase of Three 1/2 Ton Extended Cab 4 x 4 Pickup Trucks for the Road Division, VE 15-16.023
From:	Joy D. Blackmon, P.E., Director
Organization: CAO Approval:	
CAO Appioval.	

RECOMMENDATION:

Recommendation Concerning the Purchase of Three 1/2-Ton Extended Cab 4x4 Pickup Trucks for the Road Division - Joy D. Blackmon, P.E., Public Works Department Director

That the Board authorize the issuance of a Purchase Order to Hub City Ford, Inc., in the amount of \$85,689, for three 2017 Ford F150 1/2-Ton Extended Cab 4x4 Pickup Trucks for the Road Division, in accordance with the specifications of VE 15-16.023.

The Purchasing Department posted the request on the Escambia County Website for 30 days from August 18, 2016, through September 16, 2016. No additional response was received.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 210402, Object Code 56401]

BACKGROUND:

These Extended Cab Pickup trucks, upon purchase, will replace three older model units presently in the fleet. The current units will be evaluated and auctioned as surplus. These new units will ensure the continuation of daily operations of the Road Division's Maintenance programs. A quote was obtained from Hub City Ford, Inc., for the purchase based on the specifications of VE 15-16.023. The Purchasing Department posted the request on the Escambia County Website for 30 days, beginning August 18, 2016 through September 16, 2016. No additional response was received.

BUDGETARY IMPACT:

Funds are available in Fund 175, Transportation Trust Fund, Cost Center 210402, 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. No additional responsive quote was received.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Office of Purchasing will be requested to issue a Purchase Order.

Attachments

VE 15-16.023 Hub City Ford quote



Board of County Commissioners • Escambia County, Florida

Claudia Simmons Manager Office of Purchasing

The Road Department of Escambia County, Florida desires to purchase:

Quantity: Three (3) ea.

Base Description:

Year: 2016 - or current mfg. year

Model: 1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4

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):

60-90- days after receipt of order

Maximum Budgeted Purchase Amount:

\$ 85,689 total all units

VE 15-16.023 Road Department Purchase #9 ½ Ton Extended Cab 4x4 Truck

VE 15-16.023 Road Department Purchase #9 ½ Ton Extended Cab 4x4 Truck

SPECIFICATIONS:

1/2 TON EXTENDED CAB PICKUP TRUCK - 4X4

ENGINE:

• Manufacturer's 8 cylinder gasoline engine, alternator, battery and cooling package.

TRANSMISSION/AXLES:

- Manufacturer's standard automatic transmission and axles.
- Four wheel drive with automatic locking hubs, includes all required options
- Limited slip differential on 4-wheel drive

PERFORMANCE ITEMS:

- Manufacturer's standard power steering.
- Tilt steering column
- Manufacturer's standard gauges

COMFORT ITEMS:

- Manufacturer's standard air conditioning with 134A system.
- Manufacturer's standard tinted glass all around.
- Manufacturer's standard AM/FM stereo.(see options)
- Heavy duty rubber floor covering instead of carpet.
- Manufacturer's standard production seats, <u>vinyl covering preferable</u>, gray in color.
- Keys: two (2) per vehicle, single key locking system, (each vehicle keyed differently).

SAFETY ITEMS:

- Dual mount outside mirrors and inside rearview mirror.
- Interior dome lights with left and right door activated switches.
- Manufacturer's standard air bags.

BRAKES:

• Four wheel anti-lock brake ABS system

TIRES AND WHEELS:

- BSW steel belted radials LT245/70R17E
- Manufacturer's standard wheels.

CHASSIS, FRAME, CAB:

• Manufacturer's standard colors, factory painted, Fleet White

- Minimum 30 gal.fuel tank.
- Manufacturer's standard front and step rear bumper
- Extended cab model
- Manufacturer's standard bed.

WARRANTY

• Manufacturer's standard warranty

ADDITIONAL OPTIONS

- Manual Driver Lumbar
- AM/FM w single CD
- Trailer Tow Package
- Upgrade to 36 gal fuel tank
- Power Windows/Door locks
- Spray in Bedliner Rhino or equivalent
- Skid Plates
- Running Boards
- Rain visors/shields
- HD floor mats

VE 15-16.023 Road Department Purchase #9 ½ Ton Extended Cab 4x4 Truck

Posting	Thursday, August 18, 2016
Date	
Due Date	Friday, September 16, 2016
for Offers	
Depart.	Wes Moreno, Department
Depart.	Director
Fleet	Terry Gray, Fleet Maintenance
Maint.	

/E 15-16.023 Road Department Purchase #9 ½ Ton Extended Cab 4x4 Truck

Offers for the sale of vehicle or equipment meeting the specifications for VE 15-16.023 Road Department Purchase #9 ½ Ton Extended Cab 4x4 Truck, as listed will be accepted until **5:00 pm on Friday, September 16, 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 15-16.023 Road Department Purchase #9 – ½</u> <u>Ton Extended Cab 4x4 Truck and the name of the offerer.</u>

Acceptable offers must meet the specifications of the vehicle or equipment and the offer must not exceed the posted purchase price.

Office of Purchasing 213 Palafox Place, 2nd Floor Matt Langley Bell III Bldg, Pensacola, Florida 32502

8/10/2016



Phone: (800) 972-3673 Office: (850) 398-6810 Cell: (850) 393-4723 Fax: (850) 398-6827

PUBLIC WORKS 850-937-2123 850-937-2129 <u>TWGRAY@CO.ESCAN</u>					
Exterior Vehicle Color Interior Vehicle Color		Emergency Lighti Color Color	Lights Lenses	Driver side	Passenger side
Florida Sheriff's	Associatio	on Contract 15	-23-0904 Sp	ec 48	
					Ргісе
		50 SUPERCAB 4 X 4			\$23,043.00
99F	5.0L V-8 ENG				\$1,594.00
XL9	3.55L ELECTRIC				INC
17C	LT245/70R17E E				\$294.00
90L	MANUAL DRIVE LUMBER				\$39.00
58B	AM-FM-CD				\$289.00
53A	TRAILER TOW PKG				\$596.00
655	36 GAL EXTENDED FUEL TANK				\$394.00
96W	SPRING IN BED LINER				\$494.00
85A	POWER WINDOW & DOOR LOCKS				\$1,169.00
413	SKID PLATES				\$159.00
18B	RUNNING BOA	RDS			\$249.00
	FLOOR MATS				\$99.00
	RAIN SHIELDS				\$144.00
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Joe W írow Fleg Sales Manager 85 398-6810 Office 850-393-4723 Cell

All vahicles will be ordered WHITE unless agency chooses a different color. Please return quote along with purchase order.

4060 South Ferdon Blvd., Crestview, FL 32536



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11114	County Administrator's Report 11. 1.
BCC Regular M	eeting Discussion
Meeting Date:	10/06/2016
Issue:	4th Cent Funding Request - 2016 Pensacola-Gulf Coast REAP Community and Economic Development Summit
From:	Jack Brown, County Administrator
Organization: CAO Approval:	County Administrator's Office

RECOMMENDATION:

Recommendation Concerning a 4th Cent Funding Request for the 2016 Pensacola-Gulf Coast REAP Community and Economic Development Summit - Jack R. Brown, County Administrator

That the Board take the following action:

A. Approve the funding request from Tony R. McCray, Jr., Program Manager, of the 2016 Pensacola-Gulf Coast REAP Community and Economic Development Summit, in the amount of \$6,000, to be funded from the 4th Cent Tourist Development Tax allocation of the following Commissioners: Commissioner Lumon J. May - \$2,000, Commissioner Doug Underhill - \$2,000, and Commissioner Steven Barry - \$2,000; and

B. Approve the issuance of a Purchase Order for this expenditure.

BACKGROUND:

On Unity in the Family Ministry, Inc., will hold the 2016 Pensacola-Gulf Coast REAP Community and Economic Development Summit at the Pensacola Grand Hotel on Friday, September 30, 2016 and Saturday, October 1, 2016. This year's theme is "Sow Collaboration and REAP the Rewards of Prosperity". The net proceeds from this event will benefit the student's training program for wraparound social services and student incentives.

BUDGETARY IMPACT:

The Board placed \$250,000 in the 4th Cent Tourist Development Tax reserves.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, a Purchase Order will be issued by the County Administrator's Office.

Attachments

Funding Request Unity In The Family Ministry, Inc., Tony McCray

A A A I Unity In The Family, Ministry Inc.

Dr. Calvin Avant, Pastor

615 N. W Streetwww.unityinthefamilyministry.comPensacola, FL 32534Phone 850-748-0675Fax 850- 479-3855e -mail cavant1@bellsouth

September 12, 2016

Dear Commissioner May,

Unity in the Family and its partner conveners are requesting a sponsorship (see sponsorship request sheet) for the **2016 Pensacola-Gulf Coast REAP Community and Economic Development Summit** at the Pensacola Grand Hotel on September 30th and October 1st. This will be the third summit after our 2007, and 2011 events. In order to make sure our agenda is timely and in sync with the economic momentum of the marketplace, we are developing our agenda from the input of representatives of neighborhood-based organizations, minority businesses, chambers of commerce, the education community, the corporate sector, and government.

Each summit has served as a catalyst for significant community steps toward the objectives of the event. For example the agenda, dialogue, and actions during and after the events of 2007 and 2011 led to (at a minimum) the following:

□ Assisted MGT of America in securing a City of Pensacola government procurement Pre-Disparity Study contract in 2009 (\$50,000) and a full blown Disparity Study contract (\$250,000) in 2011.

□ Provided support of the Minority Business Development Agency-Mobile Center in Mobile, Alabama, to offer services in Pensacola and Escambia County which resulted in a New Market Tax Credit deal for Hixardt Technologies in 2013.

□ Facilitated minority participation goals being adopted for workforce and business utilization in the \$53,000,000 City of Pensacola Community Maritime Park project and the participated in the management of the Equal Business Opportunity (EBO) Program focused on minority business utilization.

□ Facilitated strategic University-Community relationships with the University of West Florida (Rick Harper) and Dillard University (Dr. Beverly Wright) during 2011 Summit that continues to the present.

□ Assisted the Wedgewood Community in their request to Escambia County for moratorium on the expansion of landfills and construction and debris pits by inviting Dr. Beverly Wright, the Director of the Deep South Center for Environmental Justice, to testify in support of their request. This collaboration on Wedgewood led to an invitation for Unity in the Family Ministry to join Dillard's consortium their Environmental Training Program. The award is valued at \$600,000. The Environmental Careers Training Program graduated 22 trainees this year.

\$2,000

Our request to you as the Escambia County Commissioner of District #3 is for a \$2,500 Bronze Sponsorship for the REAP Community and Economic Development Summit. The theme for the 2016 REAP Summit "Sow Collaboration and REAP the Rewards of Prosperity"! All funds raised will be utilized for the economic summit. Any net proceeds will inure to the benefit of the training program's student's for wraparound social services and student incentives. Unity In the Family Ministry looks forward to this collaboration with Escambia County as in 2007 and 2011!

Sincerely,

Tony R. McCray, Jr. Program Manager



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11106	County Attorney's Report 11. 1.
BCC Regular Meeting	
Meeting Date:	10/06/2016
Issue:	Resolution Requesting a Full Release of Lease Agreement
From:	Alison Rogers, County Attorney
Organization:	County Attorney's Office
CAO Approval:	

RECOMMENDATION:

Recommendation Concerning Adopting a Resolution Requesting a Full Release of Lease Agreement relating to the parcel located on Old Highway 90/StateRoad 10.

That the Board take the following action:

A. Adopt a Resolution requesting a full release of the Lease Agreement entered into with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Lease Number 4269, relating to a 6.52 acre parcel located on Old Highway 90/State Road 10 (Mobile Highway); and

B. Authorize the Chairman to execute the Resolution.

BACKGROUND:

On April 19, 2000, Escambia County previously entered into a Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Lease Number 4269, relating to a 6.52 acre parcel located on Old Highway 90/State Road 10 (Mobile Highway). The term of the lease was for a period of fifty (50) years ending on April 18, 2050, unless earlier terminated. The County may request a release of the lease from the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection ("Division") by submitting an Application For the Use of State Owned Uplands with the Division along with a Resolution requesting a release and acknowledging that a release will not be granted until such time as the property may be leased or sold to another entity. In the interim, the County shall remain responsible for the maintenance and upkeep of the leased property.

County staff has advised that the leased property is no longer needed and recommended terminating the lease by requesting a release of the lease and surrendering the property to the State.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Resolution and Application were prepared by Assistant County Attorney, Kristin D. Hual

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

Lease Agreement - Lease Number 4269

Application

<u>Detail</u>

RESOLUTION NUMBER R2016 - ___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, REQUESTING A FULL RELEASE OF THE LEASE AGREEMENT REFERENCED AS LEASE NUMBER 4269; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 19, 2000, Escambia County ("County") entered into a Lease Agreement with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Board of Trustees"), Lease Number 4269, relating to a 6.52 acre parcel located on Old Highway 90/State Road 10 (Mobile Highway), hereinafter referred to as the "Agreement"; and

WHEREAS, the term of the lease shall be for a period of fifty (50) years ending on April 18, 2050, unless earlier terminated pursuant to the provisions of the Agreement; and

WHEREAS, if no further use of the leased property is needed, the County may request a release of the lease from the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection ("Division"); and

WHEREAS, where the leased property is no longer needed, the Board of County Commissioners hereby finds it is in the best interest of the health, safety, and welfare of the citizens of Escambia County that the County should request a full release of the Lease Agreement and surrender the premises to the Division.

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

<u>Section 1.</u> That the above stated recitals are true and correct and incorporated herein by reference.

<u>Section 2.</u> That the Escambia County Board of County Commissioners hereby requests a full release of the Lease Agreement referenced as Lease Number 4269, a copy of which is attached hereto as Exhibit A.

<u>Section 3.</u> That the Escambia County Board of County Commissioners hereby acknowledges and confirms that a release of the Agreement will not be executed by the Board of Trustees until such time as the property may be leased or sold to another entity, and in the interim, the County shall remain responsible for the maintenance and upkeep of the property.

<u>Section 4.</u> That the County Administrator is hereby authorized to submit an Application For the Use of State Owned Uplands with supporting documentation to the Division requesting a full release of the Lease Agreement.

<u>Section 5.</u> That this Resolution shall take effect immediately upon its adoption by the Board of County Commissioners of Escambia County, Florida.

ADOPTED this _____day of ______, 2016.

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Grover C. Robinson, IV, Chairman

ATTEST: Pam Childers Clerk of the Circuit Court

By: _____ Deputy Clerk

(SEAL)

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

Escambia County Clerk's Original

OAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4269

THIS LEASE AGREEMENT, made and entered into this 1920 day of ________ 2000, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR", and ESCAMBIA COUNTY, FLORIDA hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. <u>DELEGATIONS OF AUTHORITY</u>: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.

2. <u>DESCRIPTION OF PREMISES</u>: The property subject to this lease, is situated in the County of Escambie, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".

3. <u>TERM</u>: The term of this lease shall be for a period of fifty years commencing on $\frac{19,200}{19,200}$ and ending on $\frac{18,2050}{18,2050}$, unless sooner terminated pursuant to the provisions of this lease.

4. <u>PURPOSE</u>: The LESSEE shall manage the leased premises only for the establishment and operation of an equipment storage facility, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises

for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. <u>UNAUTHORIZED USE</u>: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. <u>ASSIGNMENT</u>: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit а Management Plan for the leased premises, in accordance with subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize

Page 2 of 15 Lease No. 4269 Revised 2/22/99 the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. <u>EASEMENTS</u>: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. <u>SUBLEASES</u>: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. <u>RIGHT OF INSPECTION</u>: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. <u>PLACEMENT AND REMOVAL OF IMPROVEMENTS</u>: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent

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part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended risk, and liability insurance coverage. The extended risk and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than \$100,000 per person and \$200,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as LESSEE shall submit written evidence of having co-insureds. procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-LESSEE shall purchase all policies of insurance from a 3000. financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of The certificate of self-insurance shall provide for Florida. casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

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Each party is responsible for all personal 14. LIABILITY: injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims. 15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against the leased premises.

16. <u>NO WAIVER OF BREACH</u>: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. <u>TIME</u>: Time is expressly declared to be of the essence of this lease.

18. <u>NON DISCRIMINATION</u>: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. <u>UTILITY FEES</u>: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and

Page 5 of 15 Lease No. 4269 Revised 2/22/99 other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. <u>MINERAL RIGHTS</u>: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. <u>RIGHT OF AUDIT</u>: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. <u>CONDITION OF PREMISES</u>: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. <u>COMPLIANCE WITH LAWS</u>: LESSEE agrees that this lease is contingent upon and subject to LESSEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

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24. <u>NOTICE</u>: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR:	Department of Environmental Protection Division of State Lands Bureau of Public Land Administration, M. S. 130 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000
LESSEE:	Escambia County Board of County Commissioners 233 Palafox Place Post Office Box 1591 Pensacola, Florida 32597-1591

25. <u>BREACH OF COVENANTS, TERMS, OR CONDITIONS</u>: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. <u>DAMAGE TO THE PREMISES</u>: (a) LESSEE shall not do, or suffer to be done, in, on or upon the leased premises or as affecting said leased premises or adjacent properties, any act which may result in damage or depreciation of value to the leased premises or adjacent properties, or any part thereof. (b) LESSEE shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent

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lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from In the event of LESSEE'S failure to comply with time to time. this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this This paragraph shall not be construed as a limitation lease. upon LESSEE'S obligations regarding indemnification and payment of costs and fees as set forth in paragraph 14 of this lease, nor upon any other obligations or responsibilities of LESSEE as set Nothing herein shall relieve LESSEE of forth herein. anv

Page 8 of 15 Lease No. 4269 Revised 2/22/99 responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment conducted in accordance with the Department of Environmental Protection, Division of State Lands's standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

SURRENDER OF PREMISES: Upon termination or expiration of 28. this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and

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modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises shall be turned If the improvements do not meet all over to the Division. conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. <u>BEST MANAGEMENT PRACTICES</u>: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. <u>PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES</u>: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. <u>PARTIAL INVALIDITY</u>: If any term, covenant, condition or provision of this lease shall be ruled by a court of competent jurisdiction, to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

32. <u>ARCHAEOLOGICAL AND HISTORIC SITES</u>: Execution of this lease in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or

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the disturbance of archaeological and historic sites on stateowned lands is prohibited unless prior authorization has been obtained from the Department of State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. <u>SOVEREIGNTY SUBMERGED LANDS</u>: This Lease does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space thereabove.

34. <u>ENTIRE UNDERSTANDING</u>: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real 35. property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

36. <u>GOVERNING LAW</u>: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. <u>SECTION CAPTIONS</u>: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

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2000-000422 BCC Apr. 06, 2000 Page 12

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38. <u>ADMINISTRATIVE FEE</u>: LESSEE shall pay LESSOR an annual administrative fee of \$300. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

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IN WITNESS WHEREOF, the parties have caused this lease to be executed on the day and year first above written.

Witness Witness Letissa Vickers

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

Glouia C. helson By: (SEAL) GLORIA C. NELSON, OPERATIONS AND

MANAGEMENT CONSULTANT MANAGER, BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

"LESSOR"

Keith Clayton Print/Type Name

STATE OF FLORIDA COUNTY OF LEON

The foregoing instrument was acknowledged before me this 1975 day of ..., 2010, by Gloria C. Nelson, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Florida

Print/Type Notary Name

Commission Number: Commission Expires:

CHERYL J. KING MY COMMISSION # CC 852921 EXPIRES: November 7, 2003 onded Thru Notery Public Underwriter

Approved as to Form and Legality

<u>Jaul</u> Attorney By: DEP

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	ESCAMBIA COUNTY, FLORIDA BY ITS BOARD <u>OF COUNTY COMMISSIONERS</u>
Witness Hofford	By:
Shirley L. Gattord	D.M. "Mike" Whitehead
Print/Type Name	Print/Type Name
Witness Locale (rewley	Title: Chairman
Print/Type Name	(OFFICIAL SEAL)
BOARD BOARD	BCC APPROVED 4-6-2000
	ATTEST: Ernie Lee Magaha Clerk of the Circuit Court
	BY: Marilyn Lingry Marilyn &. Gingry Deputy Clerk to the Board
SABION STOR	
	"LESSEE"

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this <u>6</u>TH day of <u>April</u>, 2000, by <u>D.M. "Mike" Whitehead</u> as <u>Chairman</u>, and <u>Marilyn 5. Gingrey, as Deputy Clerk to the Board</u>, respectively, on behalf of the Board of County Commissioners of Escambia County, Florida. They are personally known to me.

Notary Public, State of Florida

-SHIRLEY L. GAFFORD Print/Type Notary Name Notary Public-State of FL My Commission Expires Aug. 1, 2003 Commission Number: CC 847944 Commission Expires:

Page 14 of 15 Lease No. 4269 Revised 2/22/99 A parcel of land Situate, lying and being in the E1/2 of E1/2 of NW1/4 and the W1/2 of W1/2 of NE1/4 of Section 11, Township 1 South, Range 32 West, 'described as follows:

Begin at the intersection of the East line of the NW1/4 of said Section 11 with the Southerly right of way line of State Road 10; said point being 1224.50 feet South of the Northeast corner of NW1/4 of said Section 11 and on the arc of a curve; concave to the Southeasterly, having a radius of 2732.93 feet; thence run Southwesterly 400.00 feet along the arc of said curve, through a central angle of 8*23'12"; thence South 30*41'24" East 300.00 feet; thence North 68*56'36" East 870.52 feet; thence North 2*10'36" East 300.00 feet to said southerly right of way line of State Road 10; thence Southwesterly 644.95 feet along the arc of aforementioned curve, through's central angle of 13*31'21" to the Point of Beginning; containing 6.52 acres, more or less.

> THE CONDITION OF THE ORIGINAL DOCUMENT IS REFLECTED IN THE IMAGE AND IS NOT THE FAULT OF THE MICROFILMING PROCESS.

Page 15 of 15 Exhibit A Lease No. 4269

APPLICATION FOR THE USE OF STATE OWNED UPLANDS

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION











Instructions and general guidance for completing this application:

*Please be advised that the information requested herein, is to provide DEP the necessary information to complete the requested authorization.

This application is comprised of two (2) separate sections that are outlined and described as follows:

Section 1 – General Information

This section is used to indicate what type of upland authorization is requested. It is also used for contact information relative to the applicant and/or their representative. In addition, some general property information should be entered.

Section 2 – Other Specific Information

This part requests specific information relative to the type of upland authorization requested.

What Section(s) or Part(s) must be completed?

The table below depicts the applicable section(s) or part(s) that must be completed before submitting the application:

Type of Authorization Requested	Section(s) or Part(s) to be completed					
	Section			Section 2		
	1	Part A	Part B	Part C	Part D	Part E
Lease	✓	√				
Sublease	✓		✓			
Easement	✓			✓		
Use Agreement	✓				\checkmark	
Conveyance	✓					✓
Other*	✓					

*This includes types such as Letter of Consent, Estoppel, Affidavit, etc.

PRIOR TO COMPLETING THIS APPLICATION, PLEASE BE ADVISED THAT:

Any application to use state land which would result in significant adverse impact to state land or associated resources shall not be approved unless the applicant demonstrates there is no other alternative and proposes compensation or mitigation acceptable to the Board of Trustees pursuant to paragraph 18-2.018(2)(i), Florida Administrative Code. Any requested use of state land which has been acquired for a specific purpose, such as conservation and recreation lands, shall be consistent with the original specified purpose for acquiring such land pursuant to paragraph 18-2.018(2)(c), Florida Administrative Code.

SPECIAL NOTE TO ALL APPLICANTS: SUBMITTAL OF A COMPLETE APPLICATION SHALL NOT OPERATE TO CREATE ANY RIGHTS OR CONSTITUTE ANY GROUNDS FOR THE DEPARTMENT TO RECOMMEND APPROVAL OF ANY REQUESTED USE OF STATE LAND. THE BOARD OF TRUSTEES HAS THE AUTHORITY AND RESERVES THE RIGHT TO DENY ANY APPLICATION. ALL COSTS INCURRED BY APPLICANTS COMPLYING WITH THE REQUIREMENTS OF THIS APPLICATION SHALL BE AT THEIR OWN RISK. COSTS ASSOCIATED WITH OBTAINING AN AUTHORIZATION ARE NON-REFUNDABLE AND SHALL BE ASSUMED BY THE APPLICANT INCLUDING, BUT NOT LIMITED TO, ALL APPRAISALS, ALL SURVEYS, ALL TITLE SEARCHES, AND ALL RECORDING FEES.

Completed Applications with any and all required attachments shall be electronically submitted to <u>Upland.Applications@dep.state.fl.us</u>. Please be advised that applications deemed incomplete will be immediately returned to the Applicant with a request to provide any outstanding items.

If unable to send electronically, mail (1) one hard copy to the address below: Department of Environmental Protection Division of State Lands Bureau of Public Land Administration 3800 Commonwealth Boulevard, MS 130 Tallahassee, Florida 32399-3000



Application for the Use of State Owned Uplands Florida Department of Environmental Protection Page 2 of 6

Section 1 – General Information

New Amendment	Release Partial Release	Assignment/Assumption
AUTHORIZATION REQUEST	`ED	
Lease Sublease	Easement Use Agreement	Conveyance Other:
FYPE OF ENTITY REQUEST	ING AUTHORIZATION	
State Agency Federal, Regional or Lo Private – Please indicate		
Applicant Information		
Legal Name of Lessee/Grantee:		
Contact Name:		Title:
Address:		
City:	State:	Zip:
Phone (1):	Phone (2):	Fax:
Email Address:		
Billing Information (if same as	above check here)	
Name:		
Title:	Company:	
Address:		
City:	State:	Zip:
Phone (1):	Phone (2):	Fax:
Email:		
<u>Representative Information:</u> (Only complete if someone will be handlin	ng this transaction on your behalf)
Name:		
Title:	Company:	
Address:		
City:	State:	Zip:
Phone (1):	Phone (2):	Fax:
Email Address:		
Management Plan or Land Us	e Plan Contact Information (for Leases	(Subleases only)
Name:		Title:
Phone (1):	Phone (2):	Fax:
Email Address:		



Section 1 – General Information (cont'd)

Estimated construction commencement date (if applicable):

Property Information			
County:	Property Appraiser's Parc	el ID Number:	
Section:	Township	Range:	
Approximate Acres:			
Zoning Designation:			
Location Address:			
City	State:	Zip	

Descriptive Narrative describing the intended use of the property. Narrative shall include the following:

*Narrative can be attached as a separate page(s).

- a) The requested term, which shall not be greater than is necessary to provide for the reasonable use of the state land and shall not be greater than the parent lease term.
- *b)* The need for the proposed use of state lands and written evidence that all other alternatives to the use of state lands have been denied.
- c) Projected revenue to be generated from the use of state lands.
- *d)* Whether the intended use is public or private and the extent of public access for such use.
- e) A statement describing the public benefits that will occur as a result of the proposed use of state lands.

Section 1 – General Information (cont'd)

Required Attachments

The following must be completed and attached for all types of authorization requests:

- A recent aerial photograph with the boundaries of the proposed project.
- _____ A county tax map identifying the parcel(s).
- A letter from the applicable local planning agency stating that the proposed use of state lands is consistent with the local government comprehensive plan.
- Non-refundable \$300 application fee per 18-2.019(6), F.A.C. (*does not apply to State/Federal agencies*)
- _____ A certified survey* or sketch of description**, which contains the boundaries, legal description(s), and acreage of the property.

*The Department, at its discretion and if deemed necessary, can require a boundary survey for the action requested.

**If the applicant chooses to submit a sketch of description it must include a note of what field methods were used to complete the sketch.



Section 2 – Other Specific Information

A) Leases:

Parent Lease number (if existing):

A statement describing the public benefits that will occur as a result of the proposed lease; how the lease will impact local resources and the general public; and how the proposed lease of state land will not be contrary to the public interest.

A written statement from the managing agency agreeing to lease the state-owned parcel(s).

For Leases subject to Section 253.034(13), F.S., provide a business plan with the pertinent information required by Statute.

Any **Private entity** applying for a lease, must also include:

_____ A written commitment to pay a lease fee based on the appraised market value of the proposed lease.

Names and addresses, as shown on the latest county tax assessment roll, of all property owners lying with a 500-foot radius of the state land proposed for lease, certified by the county property appraiser.

Any Local Governments applying for a lease, must also include:

A formal resolution adopted by the Board of County/City Commissioners requesting the proposed lease.

If applying for a Full Release or Partial Release of Lease, please complete the items below:

Are there any subleases, sub-sub leases, etc. within the area requesting to be released?	YES	NO
If so, has notification of the intent to release been provided?	YES	NO

A written statement confirming that Lessee understands the release will not be executed until the property is leased or sold to another entity. Lessee will remain under lease and will continue to be responsible for the maintenance and upkeep of the property until the release is executed by the Board of Trustee.

B) <u>Subleases:</u>

Sublease number of existing sublease (if applicable):______ Parent Lease number (if applicable):______

A written statement from the managing agency approving the proposed action, along with a statement describing how the sublease conforms to the management plan or land use plan when the sublease application involves state land that is under lease.

Any **Private entity** applying for a sublease, must also include:

A written commitment to pay a sublease fee based on one of the following: (1) appraised market value, (2) negotiated value or (3) competitive bid.

Any Local Governments applying for a sublease, must also include:

A formal resolution adopted by the Board of County/City Commissioners requesting the proposed sublease.

If applying for a Full Release or Partial Release of Sublease, please complete the items below:

Are there any sub-sub leases, etc. within the area requesting to be released?	YES	NO
If so, has notification of the intent to release been provided?	YES	NO

A written statement confirming that Lessee understands the release will not be executed until the property is leased or sold to another entity. Lessee will remain under lease and will continue to be responsible for the maintenance and upkeep of the property until the release is executed by the Board of Trustee.



Application for the Use of State Owned Uplands Florida Department of Environmental Protection Page 5 of 6

C) Easements

*Applicants applying for an easement across state land which is managed for the conservation and protection of natural resources shall be required to provide net positive benefit as defined in subsection 18-2.017(38), Florida Administrative Code, if the proposed easement is approved.

Parent Lease number (if applicable):

A written statement from the managing agency approving the proposed action, along with a statement describing how the proposed easement conforms to the management plan or land use plan (when the easement application involves state land which is under lease or sublease.

Any **Private entity** applying for a private Easement, must also include:

- The applicable application fee per 18-2.019(6), F.A.C.
- A written commitment to pay an easement fee based on the appraised market value of the proposed easement.

Any Local Governments applying for an Easement, must also include:

 A formal resolution adopted by the Board of County/City Commissioners requesting the proposed
easement.

D) Use Agreements

Parent Lease number (if applicable):

Please indicate what type of use agreement is requested:

	71	0	1
Geophysical Other:	Well-Monitoring		Beach (Re)Nourishment
	Geophysical		Other:

A written statement from the managing agency approving the proposed action, along with a statement describing how the proposed use agreement conforms with the management plan or land use plan when the use agreement application involves state land which is under lease or sublease.

E)	Conveyances
	Release of Deed Restriction(s)
	Modification of Deed Restriction(s)
	Reverter Deeds
	DACS Conveyance (DSL-5) Pursuant to s. 253.025(13)(a), F.S.



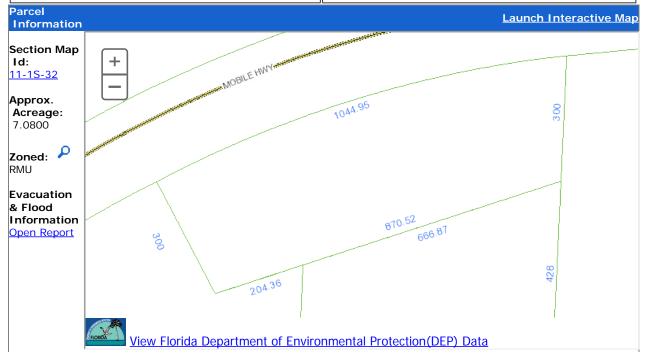


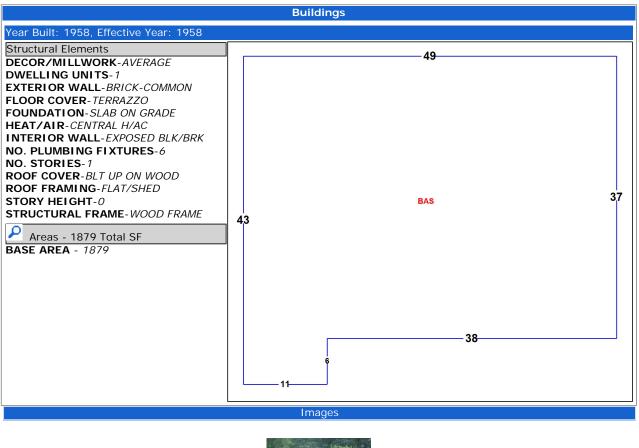
Chris Jones Escambia County Property Appraiser

Real Estate	Tangible Property	Sale	Amendment 1/Portability
Search	Search	List	Calculations

Back

Navigate Mode Account Reference **General Information** Assessments Reference: 111S32100000011 Year Land Imprv Total Cap Val Account: 102473500 2016 \$67,260 \$47,139 \$114,399 \$114,399 Owners: TIITF/AG-DAIRY ESCAMBIA COUNTY 2015 \$67,260 \$46,285 \$113,545 \$113,545 C/O DEP 2014 \$67,260 \$113,731 Mail: \$46,471 \$113,731 3900 COMMONWEALTH BLVD TALLAHASSEE, FL 32399 **Disclaimer** Situs: W NINE MILE RD 32526 Use Code: STATE OWNED 🔑 Amendment 1/Portability Calculations Taxing COUNTY MSTU Authority: Tax Inquiry: **Open Tax Inquiry Window** Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector 2016 Certified Roll Exemptions Sales STATE OWNED - TIITF Data ρ **Official Records** Legal Description Sale Date Book Page Value Type (New Window) BEG ON W BOUNDARY OF NE1/4 1224 5/10 FT S OF None NW COR OF NE1/4 SAID PT BEING ON W LI OF LT 10 SWLY ALG ARC OF ... Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Extra Features Comptroller ASPHALT PAVEMENT







5/4/16

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:09/21/2016 (tc.20393)



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11098	County Attorney's Report 11. 2.
BCC Regular M	eeting Action
Meeting Date:	10/06/2016
Issue:	Settlement of the lawsuit of Jody P. Nix v. Escambia County, Case No.: 3:15-cv-00379-MCR/CJK
From:	Charles Peppler, Deputy County Attorney
Organization: CAO Approval:	County Attorney's Office

RECOMMENDATION:

Recommendation Concerning the Settlement of the lawsuit of Jody P. Nix v. Escambia County, Case No.: 3:15-cv-00379-MCR/CJK.

That the Board take the following action:

A. Approve a settlement of payment of \$20,000.00 to Jody P. Nix in final settlement of the case styled: *Jody P. Nix v. Escambia County, Florida*, Case No.: 3:15-cv-00379-MCR/CJK pending in the Northern District of Florida, U.S. District Court; and

B. Authorize the County Attorney's Office to accept a general release and hold harmless agreement executed by Jody P. Nix; and

C. Authorize the County Attorney's Office to move for dismissal with prejudice of the pending lawsuit upon receipt of the executed general release and hold harmless agreement.

[Funding: Fund 501, Balance Sheet Account 239898]

BACKGROUND:

This is a ratification of the Board's decision to settle this claim for the sum of \$20,000.00 which was previously discussed in an attorney/client session held on September 22, 2016.

BUDGETARY IMPACT:

[Funding: Fund 501, Balance Sheet Account 239898]

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's Office will take necessary action and prepare appropriate documents

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11107	County Attorney's Report 11. 3.	
BCC Regular M	eeting Action	
Meeting Date:	10/06/2016	
Issue:	Settlement of the lawsuit of Retha Milstead v. Escambia County, Case No.: 3:15-cv-501-RV/CJK	
From:	Charles Peppler, Deputy County Attorney	
Organization: CAO Approval:	County Attorney's Office	

RECOMMENDATION:

Recommendation Concerning the Settlement of the lawsuit of *Retha Milstead v. Escambia County*, Case No.: 3:15-cv-501-RV/CJK.

That the Board take the following action:

A. Approve a settlement of payment of \$1,250.00 to Retha Milstead in final settlement of the case styled: *Retha Milstead v. Escambia County, Florida*, Case No.: 3:15-cv-501-RV/CJK pending in the Northern District of Florida, U.S. District Court; and

B. Authorize the County Attorney's Office to accept a general release and hold harmless agreement executed by Retha Milstead; and

C. Authorize the County Attorney's Office to move for dismissal with prejudice of the pending lawsuit upon receipt of the executed general release and hold harmless agreement.

[Funding: Fund 501, Balance Sheet Account 239898]

BACKGROUND:

This is a ratification of the Board's decision to settle this claim for the maximum sum of \$1,250.00 which was previously discussed in attorney/client session held on September 22, 2016.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's Office will take necessary action and prepare appropriate documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11109	County Attorney's Report	11. 4.
BCC Regular M	eeting	Action
Meeting Date:	10/06/2016	
Issue:	Settlement of the lawsuit of Caleb Dennis v. Escambia C No.: 3:15-cv-00446-MCR/EMT	ounty, Case
From:	Charles Peppler, Deputy County Attorney	
Organization:	County Attorney's Office	
CAO Approval:		

RECOMMENDATION:

Recommendation Concerning the Settlement of the lawsuit of Caleb Dennis v. Escambia County, Case No.:3:15-cv-00446-MCR/EMT.

That the Board take the following action:

A. Approve a settlement of payment of \$1,250.00 to Caleb Dennis in final settlement of the case styled: *Caleb Dennis v. Escambia County, Florida*, Case No.: 3:15-cv-00446-MCR/EMT pending in the Northern District of Florida, U.S. District Court; and

B. Authorize the County Attorney's Office to accept a general release and hold harmless agreement executed by Caleb Dennis; and

C. Authorize the County Attorney's Office to move for dismissal with prejudice of the pending lawsuit upon receipt of the executed general release and hold harmless agreement.

[Funding: Fund 501, Balance Sheet Account 239898]

BACKGROUND:

This is a ratification of the Board's decision to settle this claim for the maximum sum of \$1,250.00 which was previously discussed in attorney/client session held on September 22, 2016.

BUDGETARY IMPACT:

LEGAL CONSIDERATIONS/SIGN-OFF:

County Attorney's Office will take necessary action and prepare appropriate documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.



BOARD OF COUNTY COMMISSIONERS Escambia County, Florida

AI-11096	County Attorney's Report 11. 5.
BCC Regular M	eeting Action
Meeting Date:	10/06/2016
Issue:	Scheduling an Attorney/Client Session on October 20, 2016 to Discuss Pending Litigation
From:	Charles Peppler, Deputy County Attorney
Organization: CAO Approval:	County Attorney's Office

RECOMMENDATION:

Recommendation Concerning Scheduling an Attorney/Client Session on October 20, 2016 at 4:00 p.m. to Discuss Pending Litigation in the Case of Ronald Daw as Personal Representative of The Estate of Sara Daw v. Escambia County, Case No.: 2014 CA 001903.

That the Board take the following action:

A. Schedule a private meeting with its attorneys to discuss pending litigation, in accordance with Section 286.01(8), Fla. Stat. for October 20, 2016 at 4:00 p.m.; and

B. Approve the public notice printed below to be published in the *Pensacola News Journal* on Saturday, October 8, 2016.

Public Notice

IT IS THE INTENTION of the Board of County Commissioners of Escambia County, Florida, to hold a private meeting with its attorneys to discuss pending litigation in the case of Ronald Daw as Personal Representative of The Estate of Sara Daw, Case No.: 2014 CA 001903, in accordance with Section 286.01(8), Fla. Stat. Such attorney/client session will be held on Thursday, October 20, 2016 at 4:00 p.m., in the Ernie Lee Magaha Government Building, Board Chambers, 221 Palafox Place, Pensacola, Florida. Commissioners Grover C. Robinson, IV, Wilson B. Robertson, Douglas B. Underhill, Lumon J. May, and Steven Barry, County Administrator Jack R. Brown, County Attorney Alison P. Rogers, Deputy County Attorney Charles V. Peppler and a certified court reporter will attend the attorney/client session.

BACKGROUND:

N/A

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.